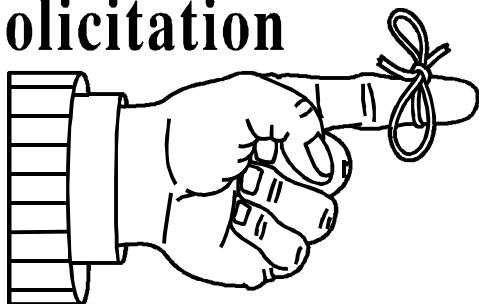


Notice Concerning Solicitation



OF-17 (OCT. 83)

FAR (48 CFR 53.214(g))

IMPORTANT — NOTICE TO BIDDER

On the envelope submitting your bid, it is imperative:

1. That your name and address appear in the UPPER left corner.
2. That the bottom portion of this label be filled in and pasted on the LOWER left corner.

5017-103

INVITATION NO.

DATE OF OPENING

TIME OF OPENING

A.M.

P.M.

BID FOR

SOLICITATION: GS-10P-00-LSD-0031
SERVICE: ARMED GUARD SERVICES

LOCATION: VARIOUS LOCATIONS, WESTERN WASHINGTON

PERIOD OF PERFORMANCE: SEPTEMBER 1, 2000 THROUGH AUGUST 31, 2001 WITH FOUR ONE-YEAR OPTIONS

SOLICITATION ISSUE DATE: MAY 16, 2000

**PRE-PROPOSAL CONFERENCE: MAY 23, 2000 AT 9AM PACIFIC STANDARD TIME AT
GSA CENTER, 400 15TH STREET S.W., AUBURN, WASHINGTON**

PROPOSAL DUE DATE/TIME: JUNE 8, 2000, 4:00 PM PACIFIC STANDARD TIME

THIS PROCUREMENT IS A TOTAL SET-ASIDE FOR SMALL BUSINESS PARTICIPATION

NOTE: ANY QUESTIONS REGARDING THIS SOLICITATION MAY BE DIRECTED TO:

GENERAL SERVICES ADMINISTRATION
PROCUREMENT SERVICES TEAM (10PCPC)
400 - 15TH STREET S.W.
AUBURN, WA 98001-6599
ATTENTION: TAMRA A. STRAESSLE
(253) 931-7370

GSAR 515.406-1: UNIFORM CONTRACT ACT

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned OMB Control No. 3090-0163.

GSA's hours of operation are 8:00 am to 4:30 PM. Requests for preaward debriefings postmarked or otherwise submitted after 4:30 p.m. will be considered submitted the following business day. Requests for postaward debriefings delivered after 4:30 p.m. will be considered received and filed the following business day.

This solicitation and any documents related to this procurement will be available on the Internet. All contractors downloading the solicitation shall notify this office in writing (either by electronic mail or facsimile) in order to be placed on the plan holders' list. Contractors are responsible for downloading their own copy of the solicitation and amendments, if any. These documents will be in .pdf (adobe) format and will reside on a World Wide Web (WWW) server, which may be accessed using a WWW browser application. The WWW address of the General Services Administration page is <http://eps.arnet.gov>. It is the contractor's responsibility to monitor this site for the release of the solicitation and amendments, if any. Contractors may register for electronic notification of postings to the site.

NO CORRECTIONS AND/OR CHANGES ARE ALLOWED AFTER TIME OF SUBMISSION OF PROPOSALS OR BIDS.



TABLE OF CONTENTS

SECTION A - Solicitation/Offer and Award

	<u>Page</u>
A-1.	Notes to Offer..... A-1
A-1.1	Information on the Incumbent Contract..... A-1
A-1.2	How to Request and Receive Explanations and Clarifications On this Solicitation..... A-1
A-1.3	How to Receive Amendments to the Solicitation..... A-1-A-2
A-1.4	How to Attend GSA's Pre-Proposal Conference and Visit the Location(s) Where Services Will Be Provided..... A-2
A-1.5	Late Submissions, Modification, and Withdrawal of Proposals..... A-2
A-1.6	Inclement Weather/Unanticipated Events..... A-2
A-2	Standard Form 33, Solicitation, Offer and Award..... A-3

SECTION B - Supplies or Services and Prices/Costs

B-1	Description of Services..... B-1
B-2	Department of Labor (DOL) Wage Determination B-1
B-2.1	General Information B-1
B-2.2	Applicable Occupation Code and Title B-1
B-3	Pricing B-1
B-3.1	Pricing of Orders – General Information B-1
B-3.2	Pricing Required for All Services and Performance Periods..... B-1
B-3.3	Option Pricing B-1-B-2
B-3.4	Unbalanced Pricing B-2
B-3.5	Contingency Pricing B-2
B-3.6	Pricing of Basic Services B-2-B-3
B-3.7	Pricing of Temporary/Special Additional Services (TAS/SAS)..... B-4

SECTION C - Description/Specification

C-1.	Introduction..... C-1
C-1.1	Use of Acronyms..... C-1
C-1.2.	Introduction (General) C-1
C-1.3	Introduction (FPS)..... C-1-C-2
C-1.4	Introduction (The Contract)..... C-2
C-1.5	Introduction (Delivery/Task Orders)..... C-2
C-2	Contract Start-Up Review and Follow-Up..... C-2
C-3	Contract Effort Required..... C-2
C-3.1	Contract Effort Required – Productive Hours..... C-2
C-3.2	Contract Effort Required – Supervisory Hours..... C-3
C-3.3	Contract Effort Required – Reserve Guard Force..... C-3
C-4	Limitation on Man-hours to be Provided by Individual Employees..... C-3
C-5	Relief and Lunch Breaks..... C-4
C-6	Services Required – Non-Supervisory Guards C-4
C-6.1	Order of Precedence C-4
C-6.2	Guard Post Assignment Record (GSA Form 2580) C-4
C-6.3	Typical Duties..... C-5
C-6.3-1	Entrance/Exit Control Posts..... C-5
C-6.3-2	Roving Control Posts..... C-5
C-6.3-3	Traffic Control..... C-6
C-6.3-4	Control, Issuance, and Storage of Keys..... C-6
C-6.3-5	Security and Fire Systems..... C-6



SECTION C - Description/Specification (continued)

	<u>Page</u>
C-6.3-7	Building Rules and Regulations..... C-6
C-6.3-8	Lost and Found..... C-7
C-6.3-9	Physical Security, Law and Order..... C-7
C-6.3-10	Unauthorized Access..... C-7
C-6.3-11	Hazardous Conditions..... C-7
C-6.3-12	Response to Injury or Illness..... C-7
C-6.3-13	Flying the United States Flag..... C-7
C-6.3-14	Additional Duties..... C-7
C-6.3-15	Reports, Records, and Testimony..... C-7-C-8
C-6.3-16	Civil Disturbances..... C-8
C-6.3-17	Emergencies..... C-8
C-6.3-18	Primary Security Responses..... C-8
C-6.4	Work Scheduling Procedures..... C-8
C-6.5	Recording Presence..... C-8-C-9
C-6.6	Reporting Manhours Provided..... C-9
C-7	Services Required – Contract Manager and Supervisory Guards..... C-9
C-7.1	Contract Manager..... C-9-C-10
C-7.2	Area/On-Site Supervisor..... C-10
C-8	Authority and Jurisdiction..... C-11
C-9	Regulations, Handbooks, and Other Applicable Documents..... C-11-C-12
C-10	Equipment, Uniforms, and Materials C-12
C-10.1	Use, Accountability, and Care of Government Furnished Property..... C-12
C-10.1-1	Government Furnished Property..... C-12
C-10.1-2	Accountability for Government Property..... C-13
C-10.1-3	Use of Government Property..... C-13
C-10.1-4	Safeguarding Government Property..... C-13
C-10.1-5	Malfunctioning Government Property..... C-13
C-10.2	Use, Accountability, and Care of Contractor Furnished Property..... C-13
C-10.2-1	Contractor-Furnished Property..... C-13
C-10.2-1.1	Equipment..... C-13-C-15
C-10.2-1.2	Uniforms..... C-15-C-16
C-10.2-1.3	Supplementary Equipment..... C-16
C-11	Qualifications of Personnel..... C-16
C-11.1	General Qualifications..... C-16-C17
C-11.2	Medical and Physical Qualifications..... C-17
C-11.2-1	General..... C-17
C-11.2-2	Medical Standards..... C-18
C-11.3	Physical Demands..... C-19
C-11.4	Illegal Drug Screening..... C-19-C-20
C-11.5	Psychological Screening/Reliability Testing..... C-20-C-21
C-11.6	Security Requirements..... C-21
C-11.6-1	Non-Classified Contracts..... C-22
C-11.6-2	Security Clearance Requirements (Classified Contracts)..... C-22
C-11.7	Special Requirements for Supervisors..... C-23
C-12	Training..... C-23
C-12.1	General..... C-23
C-12.2	Training Requirements by Position..... C-23
C-12.2-1	Productive Guards..... C-23-C-24
C-12.2-2	Supervisors..... C-24-C-25
C-12.3	Written Examination..... C-25-C-26
C-12.4	Firearms Training and Qualification..... C-26
C-12.4-1	Minimum Age for Firearms Licensing..... C-26
C-12.5	FPS Specific Training..... C-27



SECTION C - Description/Specification (continued)

	<u>Page</u>
C-12.6	Magnetometer/X-Ray Training..... C-27
C-12.7	Other Special Training..... C-27
C-12.8	Training of Replacement Employees..... C-27
C-12.9	Schedule of Provided Training and Testing..... C-27
C-12.10	Attendance Compliance..... C-28
C-12.11	Government-Provided Training – Failure to Attend..... C-28
C-12.12	Training Waivers..... C-29
C-13	Quality Control..... C-29
C-13.1	Contractor-Provided Quality Control Plan..... C-29
C-13.2	Government-Provided Quality Control..... C-30
C-14	Performance Evaluations..... C-30

SECTION D - Packaging and Marking

D-1	Payment of Postage, Shipping, and Handling Fees..... D-1
D-2.	Marking D-1

SECTION E - Inspection and Acceptance

E-1	The Role of Government Personnel and Responsibility for Contract Administration, Inspection, and Acceptance E-1
E-1.1	Contracting Officer (CO)..... E-1
E-1.2	Contracting Officer’s Representative (COR)..... E-1
E-1.3	Contracting Officer’s Technical Representative (COTR)..... E-2
E-1.4	Contract Quality Assurance Specialist..... E-2-E-3
E-2	Government Inspection and Monitoring..... E-3
E-3	FAR 52.246-4 Government Inspection of Services – Fixed Price (Aug 1996)..... E-3-E-4

SECTION F - Deliveries and Performance

F-1	Place of Performance..... F-1
F-2	Term of Contract F-1
F-3	Option to Extend the Term of the Contract..... F-1

SECTION G - Contract Administration Data

G-1	Payment (General)..... G-1
G-2	Submission of Invoices G-1-G-2
G-3	GSAM 552.232-71, Adjusting Payments..... G-2-G-3
G-4	GSAM 552.232-72, Final Payment G-3
G-5.	Application of Criteria for Deductions G-3
G-5.1	Deduction for Failure to Provide Operable Vehicle..... G-3
G-5.2	Deduction for Failure to Provide Equipment, Materials, and Uniforms..... G-3
G-5.3	Deduction for Failure of Guards to Attend Scheduled Government Training..... G-3
G-5.4	Deductions for Deficient Performance..... G-3-G-4
G-5.5	Criteria For Deductions G-4

SECTION H - Special Contract Requirements

H-1	Permits, Licenses, and Adherence to Laws..... H-1
-----	---



SECTION H – Description/Specification (continued)..... Page

H-2	Contract Guard Certification.....	H-2-H-3
H-3	Identification/Building Pass.....	H-3
H-4	Standards of Conduct.....	H-4
H-5.	Removal from Duty.....	H-4
H-6	Contract Employee Reinstatements.....	H-5
H-7	Contractor’s Personnel Filing System.....	H-5-H-6

SECTION I – Contract Clauses

SERVICE CONTRACT CLAUSES	I-1-I-8
SUPPLEMENTAL CONTRACT CLAUSES FOR BUILDING SERVICE CONTRACTS-INDEX	I-9-I-11

SECTION J – List of Documents, Exhibits and Other Attachments

EXHIBIT 1 -	Productive and Supervisory Requirements Including Post Hours and Location	J-1-J-5
EXHIBIT 2 -	Radio Equipment Requirements.....	J-6
EXHIBIT 3 -	Patrol Vehicle Requirements.....	J-7
EXHIBIT 4 -	Training Subjects to be Presented by the Contract Guards by the Contractor	J-8-J-15
EXHIBIT 4A –	Contractor’s Certification of Basic Training	J-16
EXHIBIT 5 -	Supervisory Training Subjects to be Presented by the Contractor	J-17-J-18
EXHIBIT 5A-	Contractor’s Certificate of Supervisory Training	J-19
EXHIBIT 6 -	Contractor Provided Recertification Training to be Presented to all Contract Guards	J-20-J-26
EXHIBIT 6A-	Contractor’s Certification of Recertification Training.....	J-27
EXHIBIT 7 -	Training Subjects Presented by the Government’s COR to Contract Employees	J-28-J-30
EXHIBIT 7A-	Contractor’s Certification of Government Provided Training.....	J-31
EXHIBIT 8-	Federal Law Enforcement Training Center Practical Pistol Course....	J-32-J-35
EXHIBIT 8A-	Certification of Firearms Training.....	J-36
EXHIBIT 9-	Contractor’s Training Schedule and Plan	J-37
EXHIBIT 10-	Standard Form (SF) 78, Certificate of Medical Examination.....	J-38-J40
EXHIBIT 10A-	Medical Standards.....	J-41-J-42
EXHIBIT 10B-	Height and Weight Chart, Body Fat Chart, and Body Mass Index (BMI) Chart	J-43-J-45
EXHIBIT 11-	Contractor’s Certification of Contract Employee Eligibility Requirements...	J-46-J-47
EXHIBIT 12-	Key Personnel Resume.....	J-48
EXHIBIT 13-	Security Clearance Requirements.....	J-49

SECTION K -- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K-1-K-9

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS

L-1	FAR 52.216-1, Type of Contract.....	L-1
L-2	Insurance Requirements.....	L-1
L-3	Inspection of the Facility.....	L-1
L-4	GSAM 552.237-70, Qualifications of Offerors	L-1
L-5.	Inspection of Documents Related to the Contract	L-1
L-6.	Instructions for Submitting Proposals.....	L-2
L-6.1	General.....	L-2
L-6.2	Submission and Content of Proposals.....	L-2
L-6.3	Price Proposal Guidelines	L-2



		<u>Page</u>
L-6.4	Technical Proposal Guidelines.....	L-2-L-3
L-6.5	Information to be Included in Technical Proposals	L-3-L-5
L-7	Clauses/Provisions Incorporated by Reference	L-5
L-8.	Federal Acquisition Regulation (48 CFR Chapter 1) Contract Provisions in Full Text.....	L-5

SECTION M - Evaluation Factors for Award

M-1	FAR 52.217-5, Evaluation of Options	M-1
M-2	Evaluation of Proposal.....	M-1
M-3	Evaluation Factors for Award	M-1
M-3.1	General	M-1
M-3.2	Technical Evaluation Factors	M-1-M2
M-3.3	Evaluation of Price	M-2



SECTION A – SOLICITATION/OFFER AND AWARD

A-1 Notes to Offerors

The following information is provided to prospective Offerors in order to assist you with preparing your proposals. Please be advised that the following information does not excuse any prospective Offeror from being thoroughly familiar with the Solicitation requirements prior to submission of a proposal.

A-1.1 Information on the Incumbent Contract

Prospective Offerors are cautioned that the information provided below on the incumbent Contract DOES NOT imply or promise similarities to this procurement.

At the time of this RFP issuance, the incumbent Contractor for GS-10P-96-LSD-0005 is: SC Security, Incorporated, located at 125 Riverbend Drive, Charlottesville, VA.

The approximate value of this Contract is: \$150,000. The hourly rates being paid under the incumbent Contract are: Productive -- Lewis, Pierce & Thurston Counties: \$15.22 per hour, regular armed rate; \$20.20 Overtime Armed Rate; and Supervisor \$13.42 per hour regular rate; \$19.20 per hour Supervisory Overtime rate. Productive -- Grays Harbor, Kitsap, Jefferson and Mason counties: \$18.13 per hour, regular armed rate; \$24.54 per hour Overtime Armed Rate; Supervisor, \$16.13 per hour regular rate, \$23.07 per hour Supervisory Overtime rate..

The GSA Contracting Officer for the incumbent Contract is Tamra A. Straessle, and the Contracting Officer's Representative is Michael Whitaker. They may be reached at 253 931-7370 and 253 931-7226 respectively.

The prior contract was set aside for small business participation. This solicitation is set-aside for small business participation also. At the present time, GSA does not have any knowledge of any collective bargaining agreement that would apply to this contract.

A-1.2 How to Request and Receive Explanations and Clarifications on this Solicitation

Before requesting an explanation or clarification to the Solicitation, please read the Solicitation in its entirety. In most cases the clarification will be given within the Solicitation itself.

Any prospective Offeror who requires an explanation or interpretation of the Solicitation should request a response in writing from the Contracting Officer identified in this Solicitation. Oral explanations or instructions given to a prospective Offeror shall NOT be binding on the Government. Any information given to a prospective Offeror concerning this Solicitation will be furnished promptly to all other prospective Offerors on the Electronic Posting System (EPS) via an amendment to the Solicitation.

All requests for information or clarification should be submitted in writing to Tamra A. Straessle via email at tammy.straessle@gsa.gov or by postal service to the following address: General Services Administration, 400 15th Street SW, Auburn, WA 98001-6599 prior to May 22, 2000.

Only the persons listed above are authorized to answer questions about this Solicitation. GSA is NOT responsible for any information provided about the Solicitation by any other source.

All questions regarding this Solicitation shall clearly identify the Solicitation number GS-10P-00-LSD-0031 and the specific portion of the Solicitation from where the question is derived – for example, the section and paragraph citation (C.11) or page number (page 25). Questions that are vague, illegible, irrelevant to the Solicitation, or arrive after the cutoff date established above may not receive a response.

A-1.3 How to Receive Amendments to the Solicitation

All amendments to this Solicitation shall be posted on the Electronic Posting System (EPS) Internet web site at www.eps.gov. The amendments are linked to the Solicitation in EPS.



A-1.3 How to Receive Amendments to the Solicitation (continued)

Amendments will NOT be posted in any other format but EPS. Prospective Offerors bear complete responsibility for ensuring that all amendments have been downloaded, reviewed, and complied with in the preparation of the proposal. Furthermore, Offerors are required to acknowledge ALL amendments as a part of their proposal submission. Failure by the Offeror to acknowledge all amendments may result in the offer being rejected by the Government as non-responsive to the Solicitation requirements.

A-1.4 How to Attend GSA's Pre-Proposal Conference and Visit the Location(s) Where Services Will Be Provided

All prospective Offerors are invited to attend GSA's pre-proposal conference, which will be held on or about 9 A.M., May 23, 2000 at GSA Center, 400 15th Street SW, Auburn, WA 98001-6599.

Advise this office in writing at least 5 working days prior to the conference if you have special needs (i.e., physical disabilities) that GSA may be able to provide assistance on during the conference.

Prospective Offerors are responsible for arranging for and paying for their own travel, lodging, meals, and all other expenses incurred in conjunction with attendance at this conference and any subsequent building visit.

If there is sufficient interest, GSA will conduct a walk-through of the building(s) where services will be provided. Attendees shall NOT in any way interfere with or obstruct the guards on post from performing their assigned duties during the course of the walk-through.

No prospective Offerors shall be given preferential treatment as a result of their attendance or failure to attend the conference.

Offerors should provide written confirmation of their intention to attend the conference no later than 3 business days prior to the event.

Should the above conference be rescheduled, only those prospective Offerors who provided a written confirmation will be notified. GSA shall NOT be responsible for any costs incurred by prospective Offerors as a result of rescheduling the conference.

A-1.5 Late Submissions, Modification and Withdrawal of Proposals

FAR 52.215-1(c) (Oct 1997) states, in essence, that proposals, proposal modifications, and proposal withdrawals received at the address specified for receipt of offers will NOT be considered, unless the Offeror meets the requirements set forth in that provision (see Section L of this Solicitation for further information).

Offerors are strongly encouraged to allow sufficient time to mail, deliver, or hand-carry their proposals to the Bid Room prior to the closing date and time established for this Solicitation. Offerors who hand-carry their proposals will be required to sign in as visitors to the building, which will include providing identification, passing through security devices, and having all packages X-rayed or visually inspected. Offerors and/or their agents who fail to fully comply with GSA's security practices may be removed from and/or denied access to the building.

A-1.6 Inclement Weather/Unanticipated Events

Should inclement weather or other unanticipated events occur that interrupt normal Government processes and require postponement of the scheduled closing date and time for receipt of proposals, the proposal closing date and time will be changed to the same time on the next Government workday, unless notification is given to the contrary by the Contracting Officer. Potential Offerors and other interested parties should reference FAR 15.208(a) regarding this issue.



***INSERT PAGE A-3 (SF 33 SOLICITATION, OFFER AND AWARD)
PAGE HERE***

A-3



SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 Description of Services

1. The Contractor shall furnish all management, supervision, manpower, material, supplies, and equipment (except as otherwise provided by the Government), and shall plan, schedule, coordinate and ensure effective performance of all services described in Sections B, C, D, E, F, G, H, I, and J of this Solicitation/Contract.
2. Offerors should carefully read the solicitation in its entirety before preparing their technical and price proposals.
3. The Contractor shall be required to provide guard service in accordance with the requirements of this Solicitation/Contract at:

Various buildings in Western Washington to include locations in the counties of Pierce, Thurston, Kitsap, Grays Harbor, Jefferson, Lewis and Mason.

B-2 Department of Labor (DOL) Wage Determination

B-2.1 General Information

The minimum wage rates and fringe benefits applicable to the initial (base) period of performance are outlined in the applicable U.S. Department of Labor Wage Determination 94-2567, Rev. 12, dated 9/18/1998 and 94-2559, Rev. 14, dated 9/18/1998, as contained in Section I, Contract Clauses.

B-2.2 Applicable Occupation Code and Title

1. The applicable Occupation Code and Title for this Solicitation/Contract is 27102 – Guard II. This is the minimum wage rate that the Contractor must pay to all guards working under the Contract.
2. The Contractor shall also be responsible for complying with all other requirements of the wage determination, including all fringe benefits, such as vacations, holidays, uniform allowances, etc.

B-3 Pricing

B-3.1 Pricing of Orders – General Information

All task orders issued under this Contract shall be priced according to the hourly prices offered by the Contractor and accepted by the Government at the time of Contract award.

B-3.2 Pricing Required for All Services and Performance Periods

1. Offerors must quote prices for all services required during the initial 12 month period, as well as for each option period, in order to be considered for award.
2. Partial pricing by an Offeror shall render the proposal non-responsive to the Government's requirements, and the proposal shall not be considered for award of the Contract.

B-3.3 Option Pricing

1. Offerors shall price the option requirements for the four (4) additional 12 month periods by assuming that the minimum hourly wages and fringe benefits established by the Administrator, Wage and Hour Division, U.S. Department of Labor, for the initial 12 month period of performance will apply to the four (4) additional 12 month option periods. The minimum wage rates and fringe benefits applicable to the initial 12 month period of performance are outlined on Wage Determination No. Determination 94-2567, Rev. 12, dated 9/18/1998 and 94-2559, Rev. 14, dated 9/18/1998, located in Section I, Contract Clauses.



B-3.3 Option Pricing (continued)

2. In the event the Government exercises an available option, the Government shall provide the Contractor with the most current wage determination available. The Contractor shall pay all guards the wages cited on the new wage determination, effective with the start date of the new option period.
3. Option price(s) will be adjusted in accordance with FAR clause 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multi & Option Contracts) (May 1989). See Section I for the full text of this clause.
4. Per the Fair Labor Standards Act, the Contracting Officer will require copies of the Contractor's payrolls to accompany any request for an adjustment to the option pricing.

B-3.4 Unbalanced Pricing

Each Offeror is cautioned that its price proposal may be rejected as non-responsive to the Solicitation/Contract requirements if it is materially unbalanced as to prices for the initial contract period or any option period. A price proposal is considered to be materially unbalanced when it is based on prices that are significantly less than cost for some work and prices that are significantly overstated for other work.

B-3.5 Contingency Pricing

1. Offerors must not include contingency allowances to cover increased costs for which adjustments are provided under Federal Acquisition Regulation (FAR) clause 52.222-43 – Fair Labor Standards Act and Service Contract Act – Price Adjustments (Multiple Year and Option Contracts)(May 1989). Refer to Section I for the full text of this clause.
2. For cost/price factors that are subject to variation, but are not subject to adjustment under FAR clause 52.222-43, Offerors may factor in contingency allowances.

B-3.6 Pricing of Basic Services

1. The hourly prices quoted below shall be inclusive of all the Offeror's direct costs, indirect costs, and profit. Offerors must include all costs associated with providing the services described in and required by the Solicitation/Contract in Sections B through J.
2. The Government shall not be responsible for compensating the Contractor for any costs tied to Solicitation/Contract requirements but not factored into the proposed prices, either by the Contractor's intention or by mistake.



A. OFFER FOR INITIAL 12 MONTH PERIOD.

1. Quote a price for **PRODUCTIVE MANHOURS** for furnishing
Class II Guards at \$_____ per hour.
2. Prompt payment discount offered _____% _____ days.

B. OPTION LOT I - FIRST ADDITIONAL 12 MONTH PERIOD.

1. Quote a price for **PRODUCTIVE MANHOURS** for furnishing
Class II Guards at \$_____ per hour.
2. Prompt payment discount offered _____% _____ days.

C. OPTION LOT II - SECOND ADDITIONAL 12 MONTH PERIOD.

1. Quote a price for **PRODUCTIVE MANHOURS** for furnishing
Class II Guards at \$_____ per hour.
2. Prompt payment discount offered _____% _____ days.

D. OPTION LOT III - THIRD ADDITIONAL 12 MONTH PERIOD.

1. Quote a price for **PRODUCTIVE MANHOURS** for furnishing
Class II Guards at \$_____ per hour.
2. Prompt payment discount offered _____% _____ days.

E. OPTION LOT IV - FOURTH ADDITIONAL 12 MONTH PERIOD.

1. Quote a price for **PRODUCTIVE MANHOURS** for furnishing
Class II Guards at \$_____ per hour.
2. Prompt payment discount offered _____% _____ days.



B-3.7 Pricing of Temporary/Special Services (TAS/SAS)

1. During the term of the Contract, the Government may have requirements for temporary or special additional service (TAS/SAS) requirements that are separate from the basic requirements for each task order. Due to the nature of these services, the Contractor may be requested to provide them with little advance notice.
2. This additional services provision is intended to be used to satisfy the Government's short-term, non-recurring needs for service. Should a continuing need for additional service arise, a task order or a Contract modification will be issued by the Government to provide for those services.
3. **The hourly prices quoted below shall be inclusive of all the Offeror's direct costs, indirect costs, and profit. Offerors must include all costs associated with providing the services described in and required by this Solicitation/Contract.**
4. The Government shall not be responsible for compensating the Contractor for any costs tied to Solicitation/Contract requirements but not factored into the Contract prices, either by the Contractor's intention or by mistake.
5. Quote a price per manhour for providing Class II Guards for temporary/special services that are in addition to the manhours and services specified for the basic services.

PRODUCTIVE MANHOURS

- | | | |
|----------|-----------------------------------|-------------------------|
| 1 | A. Initial 12 month period | \$_____ per hour |
| | B. Option Lot I | \$_____ per hour |
| | C. Option Lot II | \$_____ per hour |
| | D. Option Lot III | \$_____ per hour |
| | E. Option Lot IV | \$_____ per hour |

PLEASE NOTE: THE FORMULA FOR AWARD INCLUDES HOURS AND PRICES FOR TAS/SAS.

6. Orders for TAS/SAS may be placed orally when the amount of the order totals \$2,500 or less, or in the event of an emergency. All orders that exceed \$2,500 must be placed or confirmed (in the case of an emergency) by issuance of a GSA Form 300, Order for Supplies or Services. The GSA Form 300 will describe the service to be provided and will establish the maximum number of hours for which the contractor will be compensated.
7. Individual orders for additional services involving more than forty (40) manhours will be issued only with the Contractor's consent. However, if the Contractor refuses an order, the Government shall have the express authority to use other sources to obtain the required services.
8. Each guard assigned to TAS/SAS must be uniformed, equipped, and trained in accordance with the existing contract specifications.



SECTION C – STATEMENT OF WORK

C-1 Introduction

C-1.1 Use of Acronyms

This Solicitation/Contract contains numerous acronyms. Whenever a new term is introduced in the Solicitation/Contract that will be referred to by an acronym, the acronym will appear next to the term in parentheses (). The acronyms that will appear most frequently in the Solicitation/Contract are listed below for easy reference:

ATR	Agency Technical Representative
CGIM	Contract Guard Information Manual
CM	Contract Manager
CO	Contracting Officer
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
DOL	Department of Labor
FPO	Federal Protective Officer
FPS	Federal Protective Service
GSA	General Services Administration
PBS	Public Buildings Service
SAS	Special Additional Services
SF 30	Standard Form 30 (Amendment of Solicitation/Modification of Contract)
SOW	Statement of Work
TAS	Temporary Additional Services

C-1.2 Introduction (General)

1. This is a Statement of Work (SOW) for General Services Administration (GSA) Federal Protective Service (FPS) Solicitation/Contract number GS-10P-00-LSD-0031.
2. As an integral part of the FPS security team, the Contractor shall provide and maintain all management, supervision, manpower, training, equipment, supplies, licenses, permits, certificates, insurance, pre-employment screenings, reports, and files necessary to accomplish security guard services as described and required in this SOW and in Sections B, D, E, F, G, H, I and J of this Solicitation/Contract. The Contractor shall perform to the standards required in this Contract and will be expected to work closely with FPS representatives throughout the duration of the Contract.
3. **Important Note:** Where the Government identifies and references specific Solicitation/Contract Section numbers, that reference refers to that Section in its entirety, including each and every subsection having the same letter and/or letter-number prefix. For example, a reference to the requirements of "Section C" includes all of Section C. Similarly, a reference to Section C-7 includes Sections C-7.1, C-7.2, and so on, through the last subsection identified with a prefix of "C-7."

C-1.3 Introduction (FPS)

1. FPS is the security and law enforcement branch of GSA's Public Buildings Service (PBS). PBS is responsible for real property management of most federal buildings, and FPS is responsible for protecting those buildings, as well as the buildings' tenants and visitors. FPS's mission is to "provide a safe and secure environment that is open and inviting, in a knowledgeable, professional, sophisticated, and cost-effective manner, permitting Federal agencies and members of the public to conduct their business without fear of violence, crime or disorder."



C-1.3 Introduction (FPS) (continued)

2. Contract security guards have a crucial and highly visible role in FPS's mission. They are usually the first (and sometimes only) contact visitors have with FPS, and they are almost always the first line of defense in a GSA-controlled facility. Visitors and federal employees do not usually distinguish between Federal Protective Officers (FPO) and Contract guards. To them, Contract guards are FPS. Therefore, it is crucial that the Contractor ensure that their employees realize the importance of their role, know their duties, and perform their duties courteously and professionally at all times.

C-1.4 Introduction (The Contract)

The Government intends to incorporate the contents of this Solicitation/Contract and the successful Offeror's entire proposal (price and technical) into a Fixed-Price Requirements type Contract between GSA and that Offeror.

C-1.5 Introduction (Delivery/Task Orders)

1. Services required under this Contract shall be ordered under a GSA Form 300, Order for Supplies and Services. This form is commonly referred to as a "delivery order" or a "task order." For this purpose of this Solicitation/Contract, the GSA Form 300 shall hereinafter be referred to as a "task order."
2. Each task order issued by the Contracting Officer (CO) shall contain the specific building(s), post locations, hours of service, and period of service required by the Government.
3. If the Government's requirements under an existing task order change, the task order shall be modified using a Standard Form 30 (SF30), Amendment to Solicitation/Modification of Contract. If the Government has new requirements that are within the scope of this Contract, those services will be ordered by a separate task order.

C-2 Contract Start-Up Review and Follow-Up

1. Immediately after award of the Contract and prior to the Contractor's performance at the work site(s), the GSA CO shall notify the Contractor, the GSA Contracting Officer's Representative (COR), and the GSA Contracting Officer's Technical Representative (COTR) to schedule a pre-performance meeting that includes an in-depth review of the total Contract requirements.
2. During the performance of the Contract, the GSA CO, COR, COTR, and the Contractor shall meet on an as-needed basis to discuss all relevant Contract issues. A mutual effort will be made to resolve all problems identified. The Contractor and the CO or COR shall sign the written minutes of these meetings, which will be prepared by the Government and incorporated into the Contract file. Should the Contractor not concur with the minutes, the Contractor shall state, in writing to the CO, any areas of clarification or disagreement within 5 days after receipt of the meeting minutes. Those comments shall be included with the report in the Contract file.

C-3 Contract Effort Required

IMPORTANT NOTE: Only **Guard II** guards may be utilized to perform services under this Contract. Guard I requires minimal training, whereas Guard II requires specialized training in methods and techniques of protecting security areas. Guard II guards may be armed or unarmed. Therefore, any attempt by the Contractor to compensate Guard II guards at the Guard I hourly rate during the performance of this Contract will be considered a breach of Contract and will be grounds for termination for default.

C-3.1 Contract Effort Required – Productive Hours

1. The minimum productive hours required by the Government will be specified on each task order issued. See Section J, Exhibit 1, for further details on the estimated man hours of service required by the Government.
2. The Government has the unilateral right to order additional services in excess of the hours stated in each task order issued, as long as the increase is within the scope of the Contract. The Contractor will be obligated to provide services at the specified hourly rates contained in Section B.



C-3.2 Contract Effort Required – Supervisory Hours

1. Specific hours of supervision will not be required under this Contract. Instead, the Contractor shall be responsible for providing a level of supervision sufficient to ensure effective performance by the productive guards over the course of this Contract, as agreed to by the Government as part of the Contractor's technical proposal and incorporated into the Contract upon Contract award. See Section C-7 for further information regarding supervisory guard duties and responsibilities.
2. In the event that the Government determines that the supervision provided by the Contractor is insufficient to effectively manage the guards, the Government and Contractor shall meet to discuss the Contractor's Supervision plan and ways in which the Contractor's performance can be improved.
3. All costs associated with the Contractor's Supervision plan must be factored into the offering prices, as they will not be otherwise paid for by the Government after Contract award.

C-3.3 Contract Effort Required – Reserve Guard Force

1. The Contractor shall be required to maintain, at all times, an on-call reserve force sufficient to provide the amount of temporary or emergency staffing (TAS/SAS) services (i.e., service in the event of a natural disaster, civil disturbance, or other unanticipated event) estimated in Section M. All reserve guards must meet the minimum qualification standards required in this Contract before working any TAS/SAS post under this Contract.
2. The Contractor shall ascertain how this reserve guard force shall be acquired and maintained. The Contractor should factor the costs for maintaining a reserve guard force into the offering prices, as they will not otherwise be paid for by the Government after Contract award.

C-4 -- Limitation on Man-hours to be Provided by Individual Employees

1. No employee of the Contractor shall provide more than twelve (12) hours of service on one or more Contracts administered by GSA in any twenty-four (24) hour period, unless the work periods are separated by an eight (8) hour non-duty period.
2. The Contractor shall be responsible for compensating guards for all overtime accrued in accordance with federal and state laws. Overtime costs must be factored into the offering prices, as they will not otherwise be paid for by the Government after Contract award.
3. The limitation on hours may be verbally waived by the COR in emergency situations which are beyond the control of the Contractor (i.e., weather conditions that prevent the next shift from getting to the building, civil disturbances, natural disasters, emergencies, etc.).
4. The Government has the authority to assess deductions from Contract payments for all hours where guards exceed the 12 hour on-duty limitation. For each hour or part thereof where a guard works over 12 hours without prior approval by the COR, the Government will deduct the hourly price (or part thereof, if less than one hour is worked). See Section G for further information on deductions.



C-5 -- Relief and Lunch Breaks

Where required at certain specified posts (See Section J, Exhibit 1), all full-time productive guards working a minimum 8 hour shift shall be provided a paid 15 minute break for every 4 hours the guard is scheduled to work. The relief break should normally be scheduled in the middle of each 4 hour period. A 30 minute paid lunch break shall also be provided to those individuals.

Where required at certain specified posts (See Section J, Exhibit 1), all guards working a 6 hour shift shall be provided one 15 minute paid break and a 30 minute paid lunch break. Part-time productive guards working a minimum of 4 hours shall be provided a paid 15 minute break for every 4 hours the guard is scheduled to work.

A separate sign-in/sign-out log shall be used for the relief guard to sign in and off on each post for all relief breaks.

The costs to cover relief and lunch breaks for the productive guards must be included in the offering price, as they shall not otherwise be paid for by the Government.

The Contractor must provide a replacement guard for each employee during relief periods.

IMPORTANT NOTE: Habitual failure by the Contractor to furnish required relief breaks to guards shall be considered to be a material breach of Contract and may result in termination for default.

C-6 Services Required – Non-Supervisory Guards

C-6.1 Order of Precedence

1. The Contractor's employees shall perform the services as prescribed by:
 - A. The Contract, including the task order(s);
 - B. The Guard Post Assignment Record (GSA Form 2580);
 - C. Operating Orders and Standard Operating Procedures;
 - D. The Officer's Duty Book; and
 - E. FPS Policy Handbook (PBS P-5930.17c)
2. In the event of an inconsistency between documents, the Contract takes precedence over other documents.

C-6.2 Guard Post Assignment Record (GSA Form 2580)

1. Guards shall perform in accordance with the duties outlined on GSA Form 2580, which is prepared by FPS for all shifts on each post. The form defines the basic duties. Except for emergencies, no deviations shall be made by the guards. The GSA COR or COTR may modify, amend, and/or revise Guard Post Assignment Records to change shift duties, start and stop times, and post locations, provided the change has no impact on the Contract cost. Such changes shall not require modification to the task order or Contract.
2. The duties of some guard posts require that a guard not leave his post until properly relieved. Where this is required, it will be specifically stated on the GSA Form 2580. Additionally, each task order will identify posts that require relief breaks.
3. Changes to the post orders that increase or decrease the number of hours specified, that increase or decrease the amount of equipment and/or supplies required, or otherwise affect the Contractor's cost or the Contract price, must be made by the CO through a written modification to the Contract or task order. The Contractor may be financially liable for accepting or implementing changes by any GSA or tenant agency staff other than the CO; therefore, the Contractor shall be responsible for verifying with the CO whether any requested changes should be provided pending issuance of a Contract or task order modification.
4. The CO may delegate the authority to the COR to request TAS/SAS in accordance with Section B. Such authority, if granted, will be made in writing, and a copy of the delegation notice will be provided to the Contractor.



C-6.3 Typical Duties

1. Guards will be required to perform a variety of security-related duties, depending on the type of posts to which they are assigned. Each guard post will have a Guard Post Assignment Record and an Officer's Duty Book; the Guard Post Assignment Record is also commonly referred to as the "post orders" (See paragraph 6.2 above).
2. Guards must be thoroughly familiar with the post orders at all posts where they are assigned to work. Whenever possible, guards should be familiar with the post orders prior to working on the posts. When this is not feasible (i.e., when there are emergency nonrecurring services and the Contractor is given limited advance notice regarding the Government's requirements), the Contractor should allow, to the maximum extent practicable, guard mount time in which the guards will be able to read and familiarize themselves with the post orders prior to assuming duty on the post. When time does not permit due to an emergency situation, the guards may read the post orders while on duty. Under no circumstance should any guard neglect his/her assigned duties in order to familiarize him/herself with post orders.
3. Guard post assignments may include, but are not limited to, the following duties and responsibilities:

C-6.3-1 Entrance/Exit Control Posts

- A. Guards must be mentally alert and physically ready to operate and enforce the Government's system of personnel identification and access/egress control. Guards may perform package inspection when and as directed by the Post Assignment Record (GSA Form 2580), or as directed by the COR in the event of an emergency or state of increased readiness. These inspections may include, but are not limited to, inspection of packages, briefcases, purses, canisters, bags, and other suspicious containers in the possession of visitors, employees and other persons arriving on, working at, visiting, or departing from the GSA-supported facilities. Admittance will be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.
- B. Guards will provide on-site security and control access to the post area, observing, detecting, and reporting violations of post regulations, as directed by the Post Assignment Record. Guards must provide and maintain complete and effective surveillance, protection and inspection of all internal and perimeter areas within the designated parameters and authority of their assigned post.
- C. Guards will be required to answer questions and provide directions to visitors and building tenants. Prior to arriving on duty, each guard shall be familiar with the name, address, and location of his/her post, as well as the post orders of the assigned post. Each guard shall be familiar with each tenant Agency's name and the locations within the facility of the most commonly sought-after offices or locations, such as service offices, restrooms, elevators, entrances and exits, the cafeteria, and parking areas, and shall provide that information to any visitor upon request.
- D. Guards assigned to entrance/ exit posts shall know the location of and usage instructions for the nearest first aid kit, fire extinguisher, fire alarm, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the post orders.
- E. Guards will be responsible for operating all security equipment on post, such as X-Rays, magnetometers, and closed circuit television (CCTV). No guard shall be permitted to work alone on any post containing security equipment without prior training on that specific equipment.

C-6.3-2 Roving Control Posts

Guards will make patrols in accordance with routes and schedules established in the Guard Post Assignment Record. They will observe, detect, report, and respond to all suspected or apparent security violations. Roving guards will be responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion. Patrol guards will serve as the first responder to all security alarms and emergency situations occurring within the area of assignment.

Note: Some posts may require a combination of fixed hours at a guard booth and roving patrols. Guards should adhere to the patrol schedule as outlined in the post orders or as directed by the COR.



C-6.3-3 Traffic Control

When required by the Guard Post Assignment Record, guards will direct traffic (vehicle and pedestrian), control parking, issue traffic courtesy violation notices, and observe the environment for suspicious vehicles or persons. Guards may operate traffic control points and identify, delay, and detain all suspicious vehicles and personnel as necessary to maintain a level of security sufficient to ensure the safety and protection of all personnel, property, and resources within the facility.

C-6.3-4 Control, Issuance, and Storage of Keys

- A. Guards will coordinate with the COR and ATR the receipt, issuance, and tracking of all keys, "key cards," lock combinations, etc., which restrict access to the facility, including offices, guard posts, gates, etc. Guards will be required to control access to these items in accordance with the Government's direction and guidance. Guards shall not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the COR.
- B. Missing, lost, unusable, and/or stolen keys or access control devices shall be immediately reported to the COR and the guard's supervisor as soon as loss or problem is detected by the guard. See Section G for deductions that may be taken as a result of lost, stolen, or damaged keys and access control devices that were under the control of a Contract guard at the time of their disappearance.

C-6.3-5 Security and Fire Systems

- A. Guards will monitor and operate building fire alarm and intrusion detection systems and other protection devices or building equipment located on or near post, in accordance with the Guard Post Assignment Record.
- B. When an alarm sounds, the guard must immediately report and record the incident as required by the Guard Post Assignment Record.
- C. Guards shall not disengage, shut off, remove, reposition, obstruct, or in any way interfere with the Government video surveillance cameras/systems. See Section G for deductions that may be taken as a result of damaged or broken surveillance equipment that was under the control of a Contract guard at the time of its malfunction or breakage.
- D. Guards shall immediately notify the COR and their supervisor if any of the systems under their control malfunction or fail completely.

C-6.3-6 Utility Systems

- A. Guards may be required to lock or unlock specific entrances/exits and turn on/off lights in their duty area at specific times as prescribed in the Guard Post Assignment Record.
- B. During emergencies, guards may be required to perform simple emergency-related functions that activate or deactivate building systems, such as heating/ventilation/air conditioning systems; circuit breakers/switches; and plumbing valves/switches. The required functions will be detailed in the post orders.
- C. Guards are not janitors, building maintenance staff, delivery persons, or mechanics, and will not be required or expected to provide any building systems services except the very basic functions as required in the post orders.

C-6.3-7 Building Rules and Regulations

Guards will monitor and observe building occupants and visitors for compliance with the facility's posted rules and regulations. Guards shall also identify, report, delay, or detain those persons who violate the rules and regulations as appropriate and in accordance with the Guard Post Assignment Record.



C-6.3-8 Lost and Found

When directed by the GSA COR, guards shall receive, receipt for, and store for safekeeping all found articles, pending their final disposition.

C-6.3-9 Physical Security, Law and Order

Guards shall maintain physical security, law and order as prescribed by statute, regulation, or Guard Post Assignment Record, within the area of assignment. Guards may frequently be responsible for detecting, delaying, and/or apprehending persons attempting to gain unauthorized access to Government property or otherwise violating laws, rules, and regulations.

C-6.3-10 Unauthorized Access

Guards shall prevent, discover, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel at the facility being protected. Guards shall report all such incidents in accordance with established procedures as detailed in the Guard Post Assignment Record.

C-6.3-11 Hazardous Conditions

Guards shall report daily in accordance with procedures in the Guard Post Assignment Record all potentially hazardous conditions and items in need of repair, including inoperative lights, leaky faucets, toilet stoppages, broken or slippery floor surfaces, etc.

C-6.3-12 Response to Injury or Illness

Guards shall obtain professional assistance in accordance with procedures in the Guard Post Assignment Record in the event of injury or illness to Government employees or others while in the building or on the grounds.

C-6.3-13 Flying the United States Flag

Guards shall raise, fly, lower, fold, and store the United States Flag (and other flags as authorized) in accordance with all applicable GSA regulations and post orders.

C-6.3-14 Additional Duties

Guards shall turn off unnecessary lights; check safes, lock-type repositories, and cabinets; close and secure open windows; close and secure doors and gates and other facility access points; and perform any other additional duties as prescribed in the Post Orders.

C-6.3-15 Reports, Records, and Testimony

- A. Guards shall prepare and maintain required reports regarding security-related issues, such as accidents, fires, bomb threats, unusual incidents and unlawful acts, and provide these reports to those officials specified by the COR.
- B. Guards shall verbally report threatening circumstances and potentially threatening activities they observe while on duty to the Regional Control Center or Mega Center and, when possible, to the COR or COTR. Whenever possible, guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all necessary backup and support necessary to lessen or eliminate the potential threat.



C-6.3-15 Reports, Records, and Testimony (continued)

- C. Guards may be required to testify in various judicial proceedings on behalf of the Government. Guards shall coordinate all Contract-related court appearances with the COR when such appearances are required. Guards who are required to make a court appearance shall be remunerated by the Contractor at the same hourly rate they would earn while on duty, and the Contractor shall in turn be remunerated by the Government. The Contractor shall be required to invoice for the actual hours the guard spent at court, whether or not his/her testimony was used and/or provided (court delays are common, and multiple appearances by the testifying guard may be required). Contract-related court testimony on behalf of the Government shall take priority over all other Contractor-scheduled duties, with the Contractor coordinating with the COR to ensure that the testifying Contract employee appears as, when and where scheduled to provide timely testimony. Unless otherwise required by the COR, Contract employees who are scheduled to testify on behalf of the Government due to their Contract-related duties shall appear for court testimony in full uniform, but without weapons/firearms.
- D. The Contractor shall provide a qualified Contract employee to replace the Contract employee testifying on behalf of the Government.

C-6.3-16 Civil Disturbances

Guards will be required to perform other such functions as may be necessary in the event of situations or occurrences such as civil disturbances, attempts to commit espionage, sabotage, or other criminal acts adversely affecting the security and/or safety of the Government, its employees, property, and the general public lawfully in buildings or on the grounds under the control of the Government.

C-6.3-17 Emergencies

In case of an emergency condition requiring immediate attention, the Contractor's on-site supervisor or the shift supervisor shall take action at the direction of the Agency Technical Representative (ATR), COR, or COTR, to divert uniformed personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required in the Occupant Emergency Plan. The Contractor shall immediately notify the designated Government official or agency, as applicable, of action taken. No additional cost shall be charged the Government for the diversion, and the Contractor shall not be penalized for the normal daily work not done which was otherwise scheduled. Incidents of this nature shall be reported in accordance with procedures outlined in the Officer's Duty Book.

C-6.3-18 Primary Security Responses

In some outlying areas, and/or if multiple reportable incidents occur, guards may be required to act independently as the primary security response until law enforcement assistance arrives.

C-6.4 Work Scheduling Procedures

1. The Contractor shall be responsible for scheduling all work and notifying guards of their work schedules in a manner consistent with effective Contract management. When requested by the CO or COR, the Contractor shall furnish a copy of the most current schedule to the Government.
2. All guards shall be in uniform and ready to begin work promptly at the start of their shift and shall remain on the job and in full uniform until the end of their full tour of duty.

C-6.5 Recording Presence

1. The Contractor's employees shall sign in when reporting for work, and shall sign out when leaving, on a GSA Form 139, Contract Guard Duty Register. Contract employees who patrol between buildings will sign in and out at each building visited. The registration points, which will be at the protected premises, shall be specified by the Government and the Contractor must utilize those points for this purpose. Contract employees working on TAS/SAS posts will record "TAS/SAS" in the "Post" column. Relief guards will sign in and out at each post visited.



C-6.5 Recording Presence (continued)

2. Each successively lower line on GSA Forms 139 and must be completed in chronological order, without exception. Lines may not be left blank among signatures in any period. Should an entire line be used to enter a calendar date for separating individual workdays, a one line limit for each such date entry will be followed.
3. Erasures, obliterations, superimposed or double entries of any type on any one line are unacceptable and will not be acceptable for payment purposes. If errors in signatures, times, post numbers, or duty status are made on the GSA Form 139, the next line, immediately below or following on subsequent sheet's lines containing such errors, will be used to record all information for every column in the correct manner. The Contract employee should draw a single line through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum of explanation to each GSA Form 139 containing erroneous entries for the purpose of correlating all mistakes made with the applicable valid lines of information, and for describing the reasons behind those mistakes. Payment of invoices is based on the above procedures.
4. The Contractor will not remove the GSA Forms 139 from the job site unless specifically authorized or instructed to do so by the CO or COR. All such forms will be collected by the COR or COTR. If the Contractor removes the GSA Forms 139's from the post, payment may not be made until all of the original GSA 139's are received by the COR. Cases in which the GSA Forms 139 are held by the Contractor for 10 or more days after being requested by the CO, COR, or COTR, may be referred to the Inspector General for investigation.

C-6.6 Reporting Manhours Provided

1. The Contractor shall submit to the COR, by no later than five (5) working days after the last working day of each previous month, a GSA Form 3430, Building Service Contractor Work Report or an equivalent substitute approved by the COR.
2. The report shall be certified by the Contractor as to its accuracy. The Contractor's Contract Manager or on-site supervisor may submit and certify the report as being accurate if the Contractor has authorized them to do so in writing.
3. This report will be used by the Government to verify compliance with the manhour requirements of the Contract.

C-7 Services Required – Contract Manager and Supervisory Guards

C-7.1 Contract Manager

1. The Contractor shall propose, identify, and provide to the Government an experienced Contract Manager (CM) who shall have complete authority to act for the Contractor during the term of the Contract. **The duties of the CM shall not under any circumstances be performed by uniformed employees performing productive or supervisory hours under the term of this Contract or any other guard Contract administered by GSA.** The CM shall have the authority to accept notices of deductions, inspection reports, and all other correspondence on behalf of the Contractor.
2. The CM must have either completed a four year course of study leading to a bachelor's degree with a major in any field of study, or have substantial and credible law enforcement, military, or business management experience that demonstrates the individual's capacity to effectively manage a security guard Contract of the size and scope described in this Solicitation/Contract.
3. This position requires a minimum of five (5) years of specialized experience. Specialized experience includes: project development from inspection to deployment; expertise in the management and control of funds and resources using complex reporting mechanisms; and demonstrated capability in managing multi-task Contracts or Subcontracts of various types and complexity. The Contractor may request a waiver for this minimum specialized experience requirement provided that the proposed CM meets the criteria described in paragraph 2 above and demonstrates the capacity and potential to manage the Contractor's effort under the Contract.
4. The CM shall be available during normal working hours (8:00 a.m. to 4:30 p.m.) within 30 minutes by telephone or in person to discuss problem areas. After normal duty hours or on weekends and holidays, the CM shall be available within two (2) hours.



C-7.1 Contract Manager (continued)

5. The Contractor shall provide to the CO and COR the name, telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address, and office address of the CM by the date of the first meeting after award of the Contract. Additionally, the Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications and demonstrating that the proposed CM meets the requirements listed above. If the proposed CM does not meet the requirements listed above, the Contract shall attach a written waiver request which will cite both the areas where the proposed CM does not meet the requirements and a statement by the Contractor explaining why the Contractor considers the proposed CM to be qualified to hold the position.
6. **The CM is a salaried managerial position not specifically required in the manhours listed in the delivery/task orders. Therefore, the Contractor shall factor all costs associated with providing a CM into their offering prices, as they will not otherwise be paid for by the Government.**
7. Replacement CMs shall possess the same or similar qualifications of the individuals originally proposed by the Contractor and accepted by the Government. Replacement employees must be approved by the CO and the COR prior to reporting for duty under this Contract.

C-7.2 Area/On Site Supervisor

1. The terms "Area Supervisor," "On Site Supervisor," and "Supervisor" are interchangeable and mean a person who has authority to act for the Contractor on a day-to-day basis at the work site.
2. Area Supervisors shall not simultaneously perform the duties of supervisor and productive guard. Area Supervisors shall not provide required relief breaks to productive guards at any time while they are acting in a supervisory capacity.
3. The Contractor shall provide the name(s), telephone number, pager number (if any), cellular phone number (if any), facsimile number, e-mail address (if any), and office address of the Area Supervisor(s) by the date of the first meeting after award of the Contract. Additionally, the Contractor shall submit a Key Personnel Resume clearly detailing the individual's qualifications to the COR by the time of the first meeting after Contract award.
4. The Contractor shall provide the level of supervision necessary to ensure that productive guards:
 - A. Are properly trained;
 - B. Perform all duties as specified in accordance with the Contract and the GSA Form 2580 (Guard Post Assignment Record) for the security post assigned;
 - C. Are properly uniformed and present a neat and professional appearance as referenced in the Contract Guard Information Manual;
 - D. Are thoroughly knowledgeable about their duties and demonstrate the ability to act effectively during emergencies or other unusual situations;
 - E. Possess and display a valid certification card and CPR card at all times while on duty; and
 - F. Possess all necessary permits, credentials, etc., as required by the Contract or by local or state law.
5. The Contractor shall provide the level of supervision proposed in the technical proposal and agreed to by the Government upon award of the contract. In order for the CO, COR, or COTR to ascertain the actual amount of supervision provided by the Contractor's supervisors, all supervisors shall be required to sign in on a GSA Form 139 log upon visiting the building and to sign out on the same form upon leaving the building. In the column entitled "Post" the Supervisor shall write the abbreviation "SUPV" to indicate supervision. These logs may be used by the Government to ascertain the level of supervision being provided to the guards working under the Contract.
6. Replacement Area Supervisors shall possess the same or similar qualifications of the individuals originally proposed by the Contractor and accepted by the Government. The Contractor shall provide a completed Key Personnel Resume for all Replacement employees to the CO and the COR before the replacement personnel report for duty under this Contract.



C-8 Authority and Jurisdiction

1. Prior to commencement of work under this Contract, and except where precluded by local law or ordinance, the Contractor shall make and complete all arrangements with the appropriate officials in the city, county, parish, or state in which the buildings are located to:
 - A. Obtain all licenses and permits required for each guard and supervisor to serve as either an unarmed guard or armed guard as required by each task order. Armed guards must carry their firearm license/permits (and, where legally required, their concealed weapons permits) on their person while on duty, unless local or state law requires the Contractor to maintain the records. Failure by an armed guard to carry a valid firearm permit while on duty shall result in the guard being removed from the armed post until the permit is obtained.
 - B. Provide any official bond(s) and insurance required, and pay any fees or costs involved or related to authorization for the arming of any employees engaged in providing services specified under this Contract.
 - C. Maintain current, valid copies of all licenses, permits, and certifications described in this Section. The CO, COR, and all other authorized Government personnel shall have the express authority to research and examine these documents upon request at any time during the duration of this Contract. The Contractor shall complete and certify a written record that shows names and issue dates for each Contract employee having each and all legally required licenses, permits, and certifications. This written Contractor certification shall state that all legal requirements have been fulfilled prior to the commencement of any and all Contract work. The Contractor shall provide an updated record to the Government upon the CO's or COR's request.
 - D. Obtain, possess, and maintain all business and corporate licenses required to operate as a commercial security service within the entire geographic area covered under this Contract prior to performing any work under this Contract.

Important Note: Failure by the Contractor to obtain all required licenses as of the Contract start date shall be grounds for termination for default. Failure by the Contractor to maintain valid licenses may result in termination for default.

C-9 Regulations, Handbooks, and Other Applicable Documents

1. GSA/PBS/FPS Regulations contain the basic procedures for the operation, maintenance, and protection of property. The primary regulations and related procedures to be followed by the Contractor are listed below. Supplementary regulations which are provided to the Contractor by the CO or his/her authorized representative shall also be in effect and will be incorporated by Contract modification.
 - A. **Officer's Duty Book.** An Officer's Duty Book shall be furnished by the COR and maintained at the central control point and shall contain complete duty instructions for emergency procedures.

A separate loose-leaf binder shall be furnished by the COR and maintained by the Contractor at each additional fixed post and will contain only those items of duty instructions pertinent to that specific post. The Officer's Duty Book shall not be removed from Government property, or reproduced or copied in any manner unless properly authorized, in writing, by the COR.
 - B. **Rules and Regulations Governing Public Buildings and Grounds (FPMR 41 CFR 101-20.3).** These rules and regulations are posted in all buildings under the charge and control of the General Services Administration and are applicable to all persons entering in or on such property.



C-9 Regulations, Handbooks, and Other Applicable Documents (continued)

- C. Federal Protective Service Policy Handbook (PBS P 5930.17c). This GSA handbook contains the basic procedures and forms to be used during the course of the Contract. Applicable chapters will be supplied to the Contractor by the COR at the initial meeting after Contract award. This information must be read by all guards and supervisors in order for them to understand the role they play in FPS law enforcement and security operations.
- D.** Contract Guard Information Manual (CGIM). This handbook contains the information all guards and supervisors must read and be familiar with prior to assuming duties under this Contract. The written examination which Contract guards must take will be based entirely upon this manual. The COR shall give the Contractor one (1) copy of this manual at the pre-performance meeting held shortly after contract award. The Contractor may photocopy the manual for all contract employees. Additional copies of the manual may be purchased from FPS for \$6.00 each. The Contractor shall give each uniformed Contract employee a legible, securely bound copy of the CGIM upon beginning the basic training course described in paragraph C-12 below.

C-10 Equipment, Uniforms, and Materials

C-10.1 Use, Accountability, and Care of Government Furnished Property.

C-10.1-1 Government-Furnished Property

- C. The following supplies, materials, equipment, and facilities/office space, will be furnished by the Government:
- (1) Electrical and mechanical equipment where installed, such as alarm and surveillance systems, communications equipment, closed-circuit televisions, including written operating procedures and instructions. Complete and current inventories of equipment will be maintained by the COR.
 - (2) Repair and maintenance of equipment in paragraph A above.
 - (3) Officer's Duty Book, including all inserted information required. The COR will provide all initial information and changes. The Contractor will be responsible for posting the changes in the Officer's Duty Book.
 - (4) Telephones deemed necessary by the Government for the conduct of official business under this Contract.
 - (5) Guard office, locker space, locker and office equipment, excluding office machines (as available and deemed necessary by the Government).
 - (6) All administrative forms prescribed for use by Contractor employees while on duty may be obtained by contacting the COR.
 - (7) Classroom for on-site training of personnel employed by the Contractor, for the purpose of their understanding and operating all fire alarm systems, security systems, security equipment, or devices and emergency operations procedures (emergency operating procedures in Section 4 of the Officer's Duty Book).
 - (8) Building utilities and services will be afforded the Contractor in accordance with established GSA operational procedures. This includes the use of concession facilities, restrooms, and the use of medical facilities when available for emergency purposes.
 - (9) Permission to visit the site for personnel employed by the Contractor before the start of performance under this Contract for the purpose of their understanding and operating all fire alarm systems, security systems, or devices and emergency operating procedures in Section 4 of the Officer's Duty Book and understanding and operating all fire alarm systems and security systems or devices.
 - (10) Limited occupation and use of GSA-controlled office space, where available, for the Contract Manager and/or Supervisors to use to conduct official Contract business.



C-10.1-2 Accountability for Government Property

- A. All property furnished by the Government under this Contract shall remain the property of the Government. Upon termination or conclusion of the Contract, the Contractor shall render an accounting of all such property that has come into their possession during the course of the Contract. All equipment issued by GSA to the Contractor will be issued on GSA Form 1025, Receipt for Property, or other similar document.
- B. **Any property furnished by the Government to fulfill Contract requirements, which is lost or damaged resulting from improper use or negligence by the Contractor's employees, shall be repaired or replaced by the Government. The cost of such repairs or replacement shall be deducted from the Contractor's payment. Additionally, the Contractor shall remunerate the Government for the expenses associated with the misuse of telephones or other Government furnished office equipment by the Contractor's employees.**
- C. Loss or damage to Government-furnished property shall be identified to the COR by the Contractor as soon as possible, but not later than 72 hours after discovery by the Contractor. To ensure timely discovery and reporting, the Contractor shall perform semi-annual inventories of all Government-furnished property. The Contractor's inventory requirements shall be reported in writing to the COR within 15 days of the date the COR selects for the inventory.
- D. **Contract employees who misuse, willfully damage, or willfully destroy Government property may be removed from the Contract and may face further penalties as deemed necessary by the Government.**

C-10.1-3 Use of Government Property

Government property shall be used for official Government business only in the performance of this Contract. Government property will not be used in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor or the Contractor's employees.

C-10.1-4 Safeguarding Government Property

The Contractor shall take all reasonable precautions, as directed by the Government, or in the absence of such direction, or in accordance with sound industrial practices, to safeguard and protect Government property.

C-10.1-5 Malfunctioning Government Property

The Contractor shall be responsible for reporting to the COR the malfunctioning of any Government equipment used by the Contractor or the Contractor's employees within no later than 24 hours after the malfunction is detected. The malfunctioning equipment shall also be reported to the Regional Control Center or MegaCenter Operator for entry that operator's duty log/shift report.

C-10.2 Use, Accountability, and Care of Contractor Furnished Property

C-10.2-1 Contractor-Furnished Property

The Contractor shall furnish and maintain in acceptable condition, at no cost to Contract employees, all items of uniform and equipment necessary to perform work required by the Contract, as discussed in this paragraph.

C-10.2-1.1 Equipment

A. **Radio Equipment: - RESERVED. This requirement does not apply to this solicitation/contract. See Section J, Exhibit 2/**

- (1) Two (2) frequency, portable, handi-talk radios, crystals, batteries, battery charger(s) and other related accessories, as described in Exhibit 2, Radio Equipment Requirements. Radio communications includes Contractor availability on a 24 hour basis, also described in Exhibit 2.

() Required

(X) Not Required (furnished by Government)



A. Radio Equipment: - RESERVED. (CONTINUED)

- (2) The Contractor shall, in accordance with applicable Federal Regulations, obtain all permits for the operation of such radio equipment over Government identified frequencies. A copy of all such permits shall be delivered to the COR upon request prior to the utilization of designated frequencies.

B. Motorized Patrol Equipment: - RESERVED. This requirement does not apply to this solicitation/contract. See Section J, Exhibit 3.

- (1) Equipment as described in Exhibit 3, Patrol Vehicle Requirements, shall be provided by the Contractor. Vehicles shall be in operating condition at all times. All costs for the operation and maintenance of vehicle(s), including all license and insurance fees, shall be borne by the Contractor. Each vehicle shall be equipped with a roof light and marked for identification. The vehicle(s) shall be equipped with first-aid kit and dry chemical fire extinguisher, properly mounted.
- (2) In the event a patrol vehicle is temporarily inoperable (due to maintenance, etc.), an equivalent, fully operational substitute vehicle shall be provided by the Contractor. The COR is responsible for ensuring the vehicle(s) furnished under this Contract comply with the requirements outlined herein. In the event of a dispute regarding whether vehicle(s) meet the requirements, the CO will make the final decision. Additional patrol equipment not required by this Contract shall not be used unless approved by the COR. See Exhibit 3, Patrol Vehicle Requirements.

() Required

(X) Not Required.

C. Firearms and Ammunition:

- (1) Sufficient firearms shall be furnished by the Contractor in order to equip each guard and supervisor while on duty. Personal weapons shall not be used. **Firearms shall be .40 caliber, semi-automatic, Smith & Wesson Model No. 4046 or 4053 or equal ONLY.** If the Contractor proposes to use a brand and model that are "equal," the Contractor must furnish all specifications for the weapons to the COR prior to using the weapons under this Contract. The COR is responsible for ensuring the firearms and ammunition furnished to the guards comply with the requirements outlined herein. In the event of a dispute regarding whether firearms meet the requirements, the CO will make the final decision. Appropriate and ample supplies of firearms, upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes and patches, and other normal maintenance tools) shall be provided by the Contractor and at the Contractor's expense. Firearms shall be inspected by the Contractor prior to issuance to guards.
- (2) Firearms shall be cleaned and oiled regularly to ensure optimum operating condition.
- (3) Firearms shall be handled in a safe and prudent manner. Loading and unloading of ammunition and cleaning the firearms shall take place in designated areas only. All weapons and associated ammunition shall be stored in accordance with safeguard standards established by the Government.
- (4) Unless required in the performance of assigned duties, no firearms shall be removed from the premises. When out of use, all firearms shall be stored in a safe or other cabinet provided by the Contractor that complies with Government standards for storage of weapons. Firearms shall be returned to and inspected by the shift supervisor at the end of each tour of duty. All firearms shall be accounted for. On-site supervisors and guards shall make accurate receipt and return entries on the Firearms and Equipment Control Register, GSA Form 1051, provided by the COR.
- (5) The Contractor shall provide a list of serial numbers of firearms to be used or stored on the premises to the COR prior to the Contract performance date. The list shall be kept current; any changes shall be documented and forwarded to the COR within one (1) week of the change.
- (6) In the event that a firearm is lost, stolen, or replaced, the Contractor shall notify the COR in writing within one (1) week of the incident, including the date and time of the incident. The Contractor shall also notify the COR of the serial number for the replacement weapon.



C. Firearms and Ammunition: (continued)

(7) Ammunition for authorized firearms shall be provided by the Contractor. **Each guard, entering on duty, including uniformed supervisor(s), shall be issued 9 rounds (for Model 4053) or 12 rounds (for Model 4046), plus an additional cartridge of 9 or 12 rounds, of Smith & Wesson .40 caliber, 180 grain, Hydra Shock, Jacketed, Hollow Point ammunition or equal ONLY.** If the Contractor proposes to use a brand of ammunition that is "equal," the Contractor must furnish all specifications for the ammunition to the COR prior to using the ammunition under this Contract. Ammunition shall be inspected and cleaned daily to ensure its safe and effective use.

C-10.2-1.2 Uniforms.

- A. The Contractor's guard force uniforms shall be a color and style in general use by large guard or security organizations and shall be **readily distinguishable** from those of local and state law enforcement agencies and from those of Federal Protective Officers. All guards performing under this Contract shall wear the same color and style of uniform and maintain a professional and neat appearance at all times during their tour of duty.
- B. Appropriately lettered breast and cap badges with the company name shall be worn and prominently displayed as part of the uniform. Identification nametags and the GSA certification card shall be worn over the right breast shirt pocket.
- C. The type of uniform to be used on this Contract will be provided by the Contractor as part of their technical proposal and will be agreed to by the Government at the time of Contract award. The table below shows the standard required uniform components and the recommended quantities of the components:

REQUIRED ITEM	RECOMMENDED QUANTITY
Shirt, long sleeve	3
Shirt, short sleeve	3
Trouser, all season weight	3
Necktie	2
Jacket, winter, patrol type (Reefer style)	1
Frame style cap OR Baseball style cap	1
Gloves, winter (pair) - (Color to match accessories)	1
Pistol belt without shoulder strap (Sam Browne)	1
Holster, firearm (slide on belt type) w/hammer safety strap, Left/right as required (armed guards/supervisors only)	1
Additional ammunition cartridge	1
Ammunition cartridge case	1
Expandable Police Baton (with holder)	1
Handcuffs (pair) and keys	1
Handcuff case	1
Keystrap with flap (if needed)	1
Insignia, shoulder patch (each shirt and jacket)	7
Whistle, with chain attachment (metal)	1
White (non-supervisory), Gold (supervisory) metal cap ornament	1
Nameplate, 3-1/2" x 3/4", with black or blue 1/2" lettering on Gold metal (initial and last name)	1



C-10.2-1.2 Uniforms. (continued)

- D. Long sleeve shirts will be required beginning the last Sunday in October and short sleeves beginning the last Sunday in April. The dates may be adjusted with the approval of the COR; however, all guards on any one shift must be in the same uniform.
- E. Shoes shall be low quarter or high topped boot with police or plain toe and standard heel. The color of the shoe shall match the color of leather equipment accessories. The Contractor is not required to provide shoes but must insure that the employees working are in accordance with the Contract requirements. Any deviation from the above requirements must be approved by medical authorities and submitted to the COR.
- F. Uniform accessories and equipment and the wearing of same shall conform to standards and usage prescribed and in effect for General Services Administration Federal Protective Officers. The color of uniform accessories and equipment shall be standard black or brown, as may be appropriate to match the uniform. All guards shall wear the same color and style or type of uniform accessories and equipment.

10.2-1.3 Supplementary Equipment

- A. Each guard post shall be equipped with the recommended supplementary equipment including, but not limited to:
 - (1) A notebook and pen.
 - (2) A standard police-type flashlight with a minimum of three D cell batteries. The Contractor is responsible for ensuring that all flashlights are in serviceable condition.
 - (3) Traffic control safety apparel (reflective vests, gloves, traffic batons, etc.), and inclement weather clothing (raincoats, cap covers, overcoats, overshoes, mittens, etc.) may be used as appropriate to operations at designated traffic control or indoor/outdoor posts. All inclement weather clothing shall be compatible to the uniform's style.
- B. **Guards shall not possess any unauthorized supplemental or personal equipment, such as concealed firearms, knives, "come-alongs", or other such nonstandard items. Guards who are found to possess such unauthorized equipment while on post shall face disciplinary action, such as forfeiture of the item(s), suspension, or permanent removal from the Contract.**

C-11 Qualifications of Personnel

C-11.1 General Qualifications

- 1. All Contract personnel are expected to behave courteously and professionally toward all persons encountered in the performance of Contract related duties, including GSA employees, building tenants, and the general public. The CO and/or COR may require retraining, suspension, or dismissal of any Contract employee deemed careless, incompetent, insubordinate, unsuitable, or otherwise objectionable during the performance of duties associated with this Contract.
- 2. To be eligible to perform under this Contract, all uniformed Contract employees must meet, to the satisfaction of the COR, the following requirements:
 - A. Be a citizen of the United States of America. The COR may allow legal resident aliens with proper INS-issued work permits to work under the Contract upon the Contractor's request. **Under no circumstances will resident aliens lacking valid INS work permits be allowed to work under this Contract.**
 - B. Be at least 21 years of age. While there is no limit as to the maximum age of guards, all guards must be able to withstand the physical demands of the job and must be capable of responding to emergency situations.

Note: The COR may waive the minimum age requirement where the applicant meets all of the other minimum requirements and is legally eligible to perform the required duties.



C-11 Qualifications of Personnel (continued)

- C. Possess, at a minimum, either a high school diploma or a GED equivalency certificate.
- D. Speak English fluently, read and comprehend written English, and compose coherent written reports in English. Bilingual guards are naturally an asset to the Contractor, but in no circumstances should the Contractor permit a guard who does not have a good command of the English language to work under this Contract.
- E. Meet **one** of the following experience/education requirements:
 - (1). Three years of security experience within the past five years; **or**
 - (2). An Associate's Degree, or at least 60 semester hours of college coursework in any field of study; **or**
 - (3). Three years of military or National Guard (active duty or reserve) experience; **or**
 - (4). Successful completion of Police Officer's Standard Training (POST) course; **or**
 - (5). Any reasonable combination of the above (i.e., one year of security experience plus one year of college coursework).

IMPORTANT NOTE: Contract employees working under the previous incumbent Contract who do not meet the above experience/education requirements will be eligible to continue working under this Contract and shall be offered the right of first refusal. In such cases where a prior incumbent employee does not meet the above requirements, the Contractor shall document that employee's personnel file accordingly and indicate the length of service under the prior contract.

C-11.2 Medical and Physical Qualifications

C-11.2-1 General

- A. The Contractor shall ensure that all Contract employees assigned to work under this Contract are physically able to perform all duties required by the Contract. All Contract employees must be in good general health without physical defects and/or psychological abnormalities that would interfere with the performance of Contract duties.
- B. All prospective Contract employees must undergo a pre-employment medical/physical examination. Examinations shall be administered by a licensed physician. All guards (productive and supervisory) must meet the health certification requirements listed in the Standard Form (SF) 78 and in Exhibits 10A and 10B, located in Section J . **No guard shall be permitted to work under the Contract until this certificate has been submitted to and approved by the COR.** Failure by a guard to meet any of the required medical qualifications may result in the guard being disqualified from performing under the Contract. **Where there is a disqualifying factor noted, the examining physician must provide a written, signed opinion as to why the existence of the factor will not interfere with the guard's performance under the Contract. Documentation by a physician of a disqualifying factor without a written medical opinion as to the contract employee's suitability to perform under the Contract shall automatically result in the guard's disqualification. In such cases, the CO or COR shall make the final determination regarding the Contract employee's suitability to work under the Contract.**
- C. Medical examinations are valid for a period of three (3) years from the date of issuance. Upon expiration, a new medical examination must be provided under the same guidelines stipulated in this Section.



C-11.2-2 Medical Standards

A. All Contract employees must meet the following medical standards:

- (1) Vision: Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must test 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision and must not be color blind.
- (2) Hearing: Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels. NOTE: The use of a hearing aid is not permitted and is disqualifying.
- (3) Speech: Applicant must be able to speak clearly and distinctly. Diseases or conditions resulting in indistinct speech patterns are disqualifying.
- (4) Extremities and Spine: Applicant must have no deformities or diseases of the extremities or the spine that interfere with the full performance of duties. Deformities or diseases that interfere with the full performance of duties are disqualifying.
- (5) Respiratory System: Applicant must have a healthy respiratory system. Any chronic diseases or conditions affecting the respiratory system, such as impaired respiratory function, shortness of breath, or painful respiration, that would impair the full performance of duties is disqualifying.
- (6) Cardiovascular System: The following conditions are disqualifying:
 - a. Organic heart disease (compensated or not);
 - b. Hypertension with repeated readings of 160 or over systolic, and 100 or over diastolic;
 - c. Symptomatic peripheral vascular disease and severe varicose veins
- (7) Gastrointestinal Tract: Applicant must have a healthy gastrointestinal tract. Any disease or condition of the gastrointestinal tract that requires restricted or rigid diets, including an ulcer active within the past year, is disqualifying.
- (8) Genitourinary Tract: Applicant must have a healthy genitourinary tract. Any chronic, symptomatic diseases that interfere with the full performance of duties is disqualifying.
- (9) Any inguinal or femoral hernias, with or without the use of a truss, are disqualifying if they interfere with the full performance of duties.
- (10) Diabetics whose condition is controlled by diet, insulin, or other prescription drugs must submit a medical doctor's statement of fitness for work as part of the medical examination.
- (11) Weight, Body Fat, or Body Mass Index (BMI): Applicant's weight, body fat, or BMI should fall within the parameters shown on Exhibit 10B in Section J. Applicants whose weight, body fat, or BMI exceeds the acceptable levels indicated on the charts, but who are deemed medically qualified to work under this contract, shall be required to undergo a weight loss program sponsored by the Contractor at no cost to the Government.



C-11.3 Physical Demands

1. Contract employees are expected to be physically able to perform the following functions in the performance of their assigned duties:
 - A. Frequent and prolonged walking, standing, sitting, and stooping;
 - B. Occasional running or sprinting; and
 - C. Subduing violent or potentially violent individuals
2. Physical stamina in all of its forms (endurance, temperature/climate, etc.) is a basic requirement of this position. Individuals deemed incapable of meeting the physical requirements of their assigned position will be removed from the Contract upon the CO's request.
3. The Contractor shall be responsible for encouraging and promoting employees assigned to this Contract to maintain an ongoing and regular program of physical fitness, at no cost to the Government.

C-11.4 Illegal Drug Screening

C-11.4-1 Pre-Employment Screening

- A. As part of the medical examination, all Contract employees must submit to a drug screening that tests for the following nine (9) substances:
 - (1) Amphetamines
 - (2) Barbiturates
 - (3) Benzo Diazapines
 - (4) Cannabinoids
 - (5) Cocaine Metabolites
 - (6) Methadone
 - (7) Phencyclidine
 - (8) Propoxyphene
 - (9) Opiates
- B. Screening must be conducted to show at least 80 nanograms of sensitivity. The presence of a positive reading for any of the above substances automatically disqualifies an applicant from working under the Contract.
- C. The Contractor is responsible for all costs associated with obtaining the medical evaluation and drug screening for each Contract employee. All costs must be factored into the offering prices.



C-11.4-2 Government Requested Screening.

- A. The CO or COR shall have the express right to request random drug screenings at any time during Contract performance. Random screenings shall be conducted by the COR drawing a name from a container that has the names of all guards on duty at the time of the drawing. A representative of the Contractor shall be in attendance at the drawing. Tests will be conducted at an appropriate facility of the Government's choosing. The Contractor shall pay the Contract employee the normal hourly rate/salary for all time off given to the employee for taking the screening.
- B. The CO or COR shall have the express right to request targeted drug screenings where there is a reasonable belief by the Government that the Contract employee(s) may be under the influence of or using illegal substances. Targeted screenings shall be conducted in a similar fashion to random screenings, with the exception that the COR will advise the CM in writing that he/she requests a drug screening of a specific guard. Once the written request is received, the CM should make arrangements for the test to be conducted as soon as possible and within no less than 3 working days. The Contractor shall pay the Contract employee the normal hourly rate/salary for all time off given to the employee for taking the screening.
- C. In the event that the results of any drug screening, whether random or targeted, are negative, the Government shall bear the expense of the screening. The Contractor shall invoice the Government for the actual cost of the drug screening plus the hourly rate paid to the Contract employee(s) to take the test. In the event that the results are positive, the Contractor shall immediately remove the Contract employee(s) with a positive reading from the Contract and shall bear all the expenses relating to the test for the employee(s) with the positive reading.
- D. Any Contract employee who undergoes either a random or targeted drug screening, and tests positive for any of the substances shown above, shall be prohibited from working under any this or any GSA security guard services Contract.

C-11.5 Psychological Screening/Reliability Testing

- 1. In those states where it is legal to do so, all uniformed Contract employees shall be psychologically/personality tested and/or evaluated for reliability by the Contractor or the Contractor's designated agent, prior to employment under this Contract. This one-time pre-employment test/evaluation safeguards the employee, the public, the Contractor, and the Government, for the benefit of all. The Contractor shall utilize either professionally-recognized written 1) psychological/personality factor testing, such as the 16-PF or 5-PF (sixteen or five personality factor) or 2) ERI (employment reliability inventory) testing as an aid to selecting reliable employees for this Contract. As a third alternative, the Contractor may use state licensed (in the state where the Contract employee lives or works) psychologists or psychiatrists for in-person interviews of applicants, to ensure that all such prospective employees are psychologically reliable and suitable for all Contract-related duties. While expressing no preference for any specific test, methodology, or test provider(s), GSA has found reputable (professionally accepted) computerized employee reliability evaluation tests that are priced below \$20 per employee when ordered in large quantities. Individual professional verbal evaluations can be much more expensive, and are not often used.
- 2. In those states where it is lawful to do so, each and all of the Contractor's employees and prospective employees shall participate in and complete this pre-employment test/evaluation before they begin performance under this Contract. The Contractor may request, in writing, a one-time (per employee) waiver for up to 30 days to complete the test/evaluation. The results and findings of the tests/evaluations shall be documented, filed, and secured in the Contract employee's personnel file by the Contractor. The Government shall have the right to inspect the test/evaluation upon request, as part of an overall file review. The Government shall not have the right to use the results of the test/evaluation to require the Contractor to remove/discipline the Contractor's employee.
- 3. The Contractor should consider the results of the test/evaluation as part of the overall hiring decision. The Government does not intend, request, or require that the results of the test/evaluation become the sole basis for a hiring decision on the Contractor's part, nor will the Government request such information as part of the Contract employee suitability clearance process.
- 4. In states where such pre-employment evaluations are prohibited by law, the Contractor is not required to provide them; however, the Contractor shall be required to provide the CO with a written, signed, and dated statement on letterhead stationery from a cognizant state/city Government official (or an officer of the court) that cites the specific law or statute that forbids such testing/evaluation. A legible copy of the letter shall be placed in each affected Contract employee's personnel file.



C-11.5 Psychological Screening/Reliability Testing (continued)

5. The Contractor is responsible for all costs associated with providing the tests/evaluations and for factoring those costs into the offering prices. If the Contractor finds after award of the Contract that such tests/evaluations are prohibited in all or part of the Contract locations, the CO and Contractor shall negotiate a Contract price adjustment to reflect the deletion of this Contractual requirement.

C-11.6 Security Requirements

The Security Classification for this Contract is identified in Section J, Exhibit 13.

C-11.6-1 Non-Classified Contracts

- A. After award of the Contract and prior to any Contract employees being permitted to work under the Contract, the Contractor is responsible for ensuring that the Contract employees receive a formal suitability adjudication by GSA. All Contract employees shall receive a formal suitability adjudication by GSA, including the CM, Supervisors, Quality Assurance personnel and all other company officers who visit the work sites.
- B. Once a prospective Contract employee has applied for a position and has been favorably evaluated by the Contractor (i.e., meets the minimum qualification requirements cited in this paragraph and otherwise meets the Contractor's hiring criteria), the Contractor shall submit to the COR the following forms for each Contract employee: two (2) completed original Forms FD-258, "Fingerprint Chart;" one original GSA Form 176, "Statement of Personal History;" and one fully legible copy of the original GSA Form 176, "Statement of Personal History." The COR will furnish an ample supply of these forms to the Contractor immediately after Contract award and upon the Contractor's request thereafter. Contractors may use, and are encouraged to use, the local police, the state police, the Federal Bureau of Investigation (FBI), or FPS regional offices to obtain readable fingerprints on the fingerprint cards. In certain locations FPS may have an electronic fingerprint scanning machine which the Contractor is encouraged to use for fingerprinting Contract employees. (This service may be available at the Jackson Federal Building in Seattle, WA. After award of a contract, please contact the COR for more details.) Upon receipt of the completed, legible forms, GSA will forward the forms to the FBI for evaluation. GSA will use the information provided by the Contractor and FBI to make a determination regarding the guard's suitability to work under a GSA Contract. Provided that the forms are complete and legible, the entire evaluation process will take anywhere from one (1) week to one (1) month, depending on current processing times. In order to ensure timely processing, the Contractor should always assume that the standard processing time is one (1) month and should plan paperwork submissions accordingly.

NOTE: Illegible or incomplete forms submitted by Contractor will be returned and will result in delays in the adjudication process. Therefore, the Contractor must ensure that all forms submitted to GSA are complete, legible, and accurate. GSA shall not be responsible for any delays that occur due to the Contractor's failure to submit complete, accurate, and legible paperwork to GSA.

- C. If GSA finds a Contract employee to be unsuitable to work under the Contract, the Contractor shall be advised immediately that such employee cannot work or be assigned to work under the Contract, and the Contractor shall in turn immediately remove the affected employee from the Contract. The suitability determination may be appealed by the guard to the CO. However, in such cases the Contractor shall proceed with the hiring process at their own risk until the final determination of the guard's suitability has been accomplished. **Under no circumstances whatsoever shall a Contract employee who has received a notice of unfavorable (unsuitable) adjudication work under this or any GSA security guard service Contract. This requirement also applies to Contract employees whose unfavorable adjudication is under appeal.**
- D. Once a favorable adjudication has been made by GSA, the guard is suitable to work under the Contract for two (2) years (provided that nothing occurs within the 2 year period that would render the guard unsuitable for continuing performance under the Contract). **The Contractor is responsible for renewing the guard's suitability clearance prior to its expiration. Any guard who continues to work under the Contract after his/her suitability clearance has expired shall be removed from the Contract until a new suitability determination is made.** The Contractor should make every effort to submit a new suitability paperwork package to GSA at least 30 days prior to the current suitability expiration date (refer to paragraph B above for paperwork requirements).



C-11.6-1 Non-Classified Contracts (continued)

- E. For employees cleared through this process while employed under a predecessor Contract (providing the same services), the suitability determination made under the previous Contract will carry over to the new Contract. However, the Contractor will be required to submit new suitability applications once the guards' current suitability clearances expire.
- F. **The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating suitability clearances for employees.** The Government may, as it deems appropriate, authorize and grant temporary clearance to employees of the Contractor. However, issuance of a temporary clearance to any such employee shall not be considered as assurance that full clearance will follow as a result or condition thereof, and the granting of either temporary or full clearance shall in no way prevent, preclude, or bar the later withdrawal or termination of any such clearance by the Government.
- G. A complete step-by-step description of the GSA Certification process is described in Section H, paragraph H-2.

C-11.6-2 Security Clearance Requirements (Classified Contracts)

- A. In addition to meeting the GSA suitability requirements described in paragraph C-11.6.1 above, additional security clearances required by the Contract will be provided by the Department of Defense Security Service (DSS), the Department of Energy (DOE), or the Nuclear Regulatory Commission (NRC), as appropriate. Where such clearances are required, employees to be assigned to the facility shall be subject to a security check by the Government prior to being allowed to work at the site. This requirement also pertains to officers of the firm, who for any reason may visit the work site(s) during the term of the Contract. Employees may not work at the site until the Contractor receives a DD Form 560 (Letter of Consent), for the individual employee from DSS, or receives a final clearance from DOE or NRC.
- B. The Government shall notify the Contractor of the security classification of this Contract and the elements thereof, and of any subsequent revisions in such security classifications, by use of Security Requirements Checklist (DD Form 254), or other written notification.
- C. The Government will provide the Contractor with the appropriate personnel security questionnaire and fingerprint forms that are to be completed for each Contract guard employee performing under this Contract, as well as the firm employees, who may, in the performance of this Contract, visit the work site.
- D. The Contractor and all applicable personnel shall be cleared pursuant to the Defense Industrial Security Regulations, or other applicable regulations. The Contractor shall hold as a minimum, interim facility clearance requirements subsequent to the official award date, and/or at least thirty (30) days prior to the Contract start-up date.
- E. In all areas requiring a DOD, DOE, or NRC Security Clearance, the Contractor shall comply with the provisions of the National Industrial Security Program Operating Manual (NISPOM), dated January 1995. This publication may be obtained online at www.dss.mil or from the Superintendent of Documents, U.S. Government Printing Office, Mail Stop SSOP, Washington, DC 20402-9238 (ISBN: 0-16-045560-X). (Note: online access to the manual is no-cost, while the paper copy from the Government Printing Office costs \$11.00). Application forms required for DOD personnel security clearances shall be obtained from Defense Security Service (DSS) at www.dss.mil; for DOE clearances at www.doe.gov; and from NRC at www.nrc.gov. All applicable forms must be completed by each designated employee and each required Contractor representative. The Contractor shall notify the COR, in writing, within five calendar days of receipt of authorization for employees to be assigned to classified areas. (See Part III, Section J, Exhibit 11, Security Clearance Requirements).
- F. Temporary suitability determination waivers may be granted by the Government (**but are not a Contractual entitlement by the Contractor**) for a period of six (6) months from the date that such waiver is approved. All Contract employees working under GSA security Contracts after the expiration of the six (6) month temporary clearance without a final suitability or security clearance, will be dismissed from further work until such time as a full suitability determination has been completed. This requirement applies to both classified and non-classified Contracts. Security clearances, when required, will not be waived. The Government will provide the Contractor with the appropriate address where the completed forms are to be forwarded.



C-11.7 Special Requirements for Supervisors

1. Supervisors must be individuals of unquestionable integrity who display a mature attitude and exercise good judgement. Each supervisor shall have a background with a minimum of two (2) years of successful experience in field supervision (civilian community law enforcement, military service law enforcement, or commercial/industrial guard service). The Contractor may propose, by written request, an employee for a supervisory position who lacks the above experience, provided that the Contractor offers evidence of similar leadership experience. The acceptance of such an alternative shall be at the discretion of the CO.
2. The COR shall recommend the selection, if satisfactory, and the CO will approve or reject the recommendation. A Key Personnel Resume (Section J, Exhibit 12), shall be completed for each supervisor and a copy shall be provided to the COR.

C-12. Training

C-12.1 General

1. No uniformed Contract employee shall be eligible to perform under this Contract until he/she takes the following training and passes the required written examinations.
2. All Government-provided training and testing for this Contract shall be provided at the following location(s):

**Seattle Army Terminal
1555 Alaskan Way South
Seattle, WA**
3. The Contractor bears the entire responsibility for scheduling the Government-provided training courses and/or examinations with the Government and for ensuring attendance at the classes by their employees. The Contractor shall also bear all costs related to their employees' attendance at the training and examinations, including all expenses for transportation, lodging, and meals (as may be necessary). The Contractor shall provide remuneration to their employees at the same hourly rate/salary they would receive for on-the-job training. All training-related costs must be factored into the offering price, as the Contractor will not otherwise be compensated by the Government for those costs after Contract award.
4. The CO, COR, COTR, or any designated representative of the CO shall have the express authority to observe any training session sponsored or provided by the Contractor without any advance notice. The purpose of such observation is to ensure that the Contractor is adhering to the training syllabus and is complying with the stated training requirements defined in this Contract. The Contractor shall be responsible for providing the CO a copy of the training schedule within 10 days after award of the contract and at the beginning of each month when training is scheduled. The Contractor shall immediately notify the CO of any changes to the schedule after it is submitted. The Training Plan and Schedule is located in Section J, Exhibit 9.

C-12.2 Training Requirements by Position

This subsection details the training requirements that must be successfully completed by all uniformed Contract employees. The syllabi for both the Contractor and the Government-provided training courses shown below are located in Section J of this Solicitation/Contract, as are required certifications of training for individual Contract employees.

C-12.2-1 Productive Guards

A. All productive guards working under this Contract must take the following training at the time periods specified in the following chart. The Government will provide to the Contractor one copy of the Contract Guard Information Manual (CGIM). The Contractor shall be responsible for photocopying the manuals for their employees' use, at no cost to the Government. Additional copies of the manual may be purchased from FPS for \$6.00 each. The CGIM should be provided to Contractor's employees on the first day of their basic training course.



TRAINING COURSE	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
1.1.1.1 AND HOURS		
2 Basic Training – 72 Hours	3	3.1.1.1 XXX
FPS “orientation” training – 8 Hours	3.1.1.2 XXX	3.1.1.3
Magnetometer/X-Ray Training (Applies only to screening posts) – 8 hours	3.1.1.4 XXX	3.1.1.5
CPR/First Aid Training and Certification¹		3.1.1.6 XXX
Re-certification Training – 40 Hours (Every 2 years)	3.1.1.7	3.1.1.8 XXX
Basic Firearms Training – 40 Hours (Armed Guards Only)	3.1.1.9	3.1.1.10 XXX
Annual Firearms Requalification (Armed Guards only)	3.1.1.11	3.1.1.12 XXX

- B. Basic training, FPS “orientation” training, Magnetometer/X-Ray training, and basic firearms training are “one time only” courses, meaning that they do not have to be taken again during the Contract term once they are successfully completed by the Contractor’s employees.
- C. Annual firearms requalification does not require specific additional training; rather, it involves the Contract employee’s ability to pass the Federal Law Enforcement Training Center practical pistol course (See Section J, Exhibit 8) with a passing score. However, the Contractor shall be liable for ensuring that all Contract employees receive the training or range time necessary to successfully requalify on the practical pistol course on an annual basis, at no additional cost to the Government.

C-12.2-2 Supervisors

- A. All uniformed supervisors working under this Contract must successfully complete both basic training and supervisory training as shown in the following chart. The Government will provide to the Contractor, at no cost, one copy of the CGIM. The Contractor shall be responsible for photocopying the manuals for their employees’ use, at no cost to the Government. The CGIM should be provided to the supervisors on the first day of basic training. Following completion of basic training, the supervisors will be required to take and pass a written examination.



TRAINING COURSE AND HOURS.	GOVERNMENT PROVIDED	CONTRACTOR PROVIDED
Basic Training – 72 Hours	4	5 XXX
FPS Specific training – 8 Hours	5.1.1.1 XXX	5.1.1.2
Magnetometer/X-Ray Training – 8 hours	5.1.1.3 XXX	5.1.1.4
Annual CPR/First Aid Training and Certification		XXX
Re-certification Training – 40 Hours (Every 2 years)		XXX
Supervisory Training – 9 Hours	5.1.1.5	5.1.1.6 XXX
Basic Firearms Training – 40 Hours (Armed Guards Only)	5.1.1.7	5.1.1.8 XXX
Annual Firearms Requalification (Armed Guards only)	5.1.1.9	5.1.1.10 XXX

- B. Supervisory training will be based on Government-provided Supervisory Training Manual. The manual will be given to each supervisor at the beginning of the supervisory training course.
- C. **No supervisor shall be permitted to work under this Contract without having passed the basic training and written examination for basic training, the basic firearms course and qualification (if the supervisor will be armed), and the Government supervisory training.**
- D. Basic training, FPS “orientation” training, Magnetometer/X-Ray training, and basic firearms training are “one time only” courses, meaning that they do not have to be taken again during the Contract term once they are successfully completed by the Contract employees.
- E. Annual firearms requalification does not require specific additional training; rather, it involves the Contract employee’s ability to pass the Federal Law Enforcement Training Center practical pistol course (See Section J, Exhibit 8) with a passing score. However, the Contractor shall be liable for ensuring that all Contract employees receive the training or range time necessary to successfully requalify on the practical pistol course on an annual basis. The costs of such preparations should be factored into the offering prices, as they will not otherwise be paid for by the Government.

C-12.3 Written Examination

- The Contractor must schedule with FPS a written examination that will test their employees’ familiarity with and understanding of the information contained in the CGIM after the Contract employees (productive and supervisory) successfully complete the basic training course. The test is multiple choice with 50 questions. All of the questions on the test are taken verbatim from the CGIM. The passing score for the examination is 80% (40 questions correct out of 50 possible questions).**

¹ NOTE: CPR re-certification is required on an annual basis, while First Aid re-certification is required on a bi-annual (two year) basis. CPR re-certification is a 6.5 hour course, while First Aid re-certification is a 2.5 hour course. Employees who worked under the previous Contract who possess valid CPR and First Aid certification cards can transfer their certification cards to this Contract without retraining, provided their certifications are renewed upon expiration.



C-12.3 Written Examination (continued)

2. If a Contract employee does not pass the examination on the first attempt, he/she may re-take the examination; however, the Contract employee will be given only two (2) attempts to pass the exam within a 90 day period after training completion. If the Contract employee fails after the second attempt, he/she must wait one (1) year to re-train and re-take the examination and will not be permitted to work under the Contract during that one year waiting period. If a Contract employee fails the examination on the first attempt, but waits longer than 90 days to re-attempt the examination, he/she must wait one (1) year to re-train and re-take the examination and will not be permitted to work under the Contract during that one year waiting period.
3. **IMPORTANT NOTE:** No waivers will be granted regarding the testing policies and procedures stated above.

C-12.4 Firearms Training and Qualification

- A. The Contractor is responsible for providing 40 hours of firearms training prior to sending the Contract employees to a firing range for a qualification session. At least eight (8) of the 40 hours should be classroom training, with the remaining hours being actual training/shooting time on a firing range. **For the purposes of this Contract, the Government requires that each Contract employee who receives firearms training shall fire at least 200 rounds of ammunition during the course of range training.** The cost of ammunition should be factored into the offering price as it will not otherwise be paid by the Government.
- B. An FPS representative will witness the firearms qualification for each Contract employee to ensure that each Contract employee has sufficient knowledge of firearms safety, handling, and shooting ability. The Contractor shall be responsible for contacting the COR to schedule range qualifications at a mutually acceptable date and time. Firearms qualifications that are not witnessed by an FPS employee will not be deemed acceptable for the purposes of this Contract.
- C. The Contractor must provide the necessary weapons and ammunition for training and qualifications. **The Contractor shall provide a list of serial numbers of Contractor-provided firearms to be used for qualifications 48 hours prior to scheduled training and qualification to the Training Center.** All Contractor-provided weapons used for qualifications of Contract employees shall be inspected and approved by an authorized FPS Range Master prior to use on any Government firing range. Ammunition used for firearms qualifications on a Government firing range shall be provided by the Government. No Contract employee shall have in their possession any ammunition for firearms at the time of their entrance upon Government property. The Contractor shall be responsible for licenses and permits required for weapons during transit between the employee dispatch point and the Federal Protective Services Division, Testing and Firearms Qualifications Center (See Part III, Exhibit 8).
- D. There is no limit on the number of times a Contract employee can attempt to re-qualify on the practical pistol course; however, **under no circumstances whatsoever will the Government permit a Contract employee who has not re-qualified in a timely manner (over one year from the date of the previous qualification date) to work as an armed guard under this Contract.** The Contractor shall provide any and all training and range time necessary to ensure that their employees can pass the practical pistol course qualifications and should document the employee's file with any and all remedial training given to enable the employee to pass the practical pistol course. The Government shall not be liable for compensating the Contractor for any additional expenses or costs incurred by the Contractor to enable Contract employees to annually requalify on the practical pistol course.

C-12.4-1 Minimum Age for Firearms Licensing

- A. Notwithstanding the minimum age requirement cited in paragraph C-11 above, the Contractor must follow Federal, state and/or local licensing requirements for Contract employees. In most areas the minimum age requirements for armed guard personnel is twenty-one (21) years of age.
- B. In the event that there is a legal licensing requirement regarding the minimum age for a guard, that requirement shall take precedence over the Contract's stated acceptable minimum age.



C-12.5 FPS Specific Training

1. In addition to the above training, all Contract employees will receive training in the following areas:
 - A. General information and special orders for the facilities to be protected under this Contract;
 - B. Operational procedures for security systems and security equipment used in the protected premises; and
 - C. Emergency operational procedures for security systems on the Occupant Emergency Plan for the location(s) to be protected.
2. Each employee must be familiar with all general requirements for a specific facility before being assigned to it.

C-12.6 Magnetometer/X-Ray Training

1. All Contract employees who will be assigned to work on posts that contain screening equipment (magnetometers and/or X-Rays) shall receive 8 hours of Government-provided training on the use and handling of the security equipment. This training will be provided at the following locations:

NOTE: AT THE PRESENT TIME THERE ARE NO MAGNETOMETERS AND/OR X-RAY MACHINES USED AT THE POSTS REQUIRED UNDER THIS SOLICITATION/CONTRACT, THEREFORE THERE WILL BE NO TRAINING PROVIDED ON THIS ITEM. IF THIS SHOULD CHANGE, THE CONTRACT WILL BE MODIFIED AND A PRICE NEGOTIATED UNDER THE CHANGES CLAUSE OF THE CONTRACT.

2. Upon completion of this training, the FPS Training Representative will issue each Contract employee a certificate of training completion. The certificate shall be filed in each Contract employee's personnel file.

C-12.7 Other Special Training

In certain cases, the Contractor's employees shall receive special training that will be given by the tenant agency or by GSA. The number training hours and the posts to which the special requirements apply will be provided at such time as the requirement arises. The Contractor will be required to schedule the training, to provide remuneration to all guards for off-duty training at their regular hourly rate/salary, and to ensure that all posts are manned while training is in progress. The Government will negotiate an equitable price adjustment with the Contractor for all the costs associated with the special training if and when training is required.

C-12.8 Training of Replacement Employees

All replacement employees shall meet the training and testing requirements specified in this Subsection (Paragraph 12).

C-12.9 Schedule of Provided Training and Testing

The Contractor shall schedule and coordinate Government provided training and testing with the Federal Protective Service Training Center at the address below:

**Seattle Army Terminal
1555 Alaskan Way South
Seattle, WA
Contact point: Lou Messenger, 206 220-6621**

NOTE: Government training can only be scheduled after issuance of an official Contract award by the CO.



C-12.10 Attendance Compliance

1. Contract employees scheduled to work unarmed posts will be unable to work those posts until they have successfully completed the 80 hours of basic and FPS training and passed the written examination. Contract employees scheduled to work armed posts must successfully complete the 80 hours of basic and FPS training *and* the 40 hours of firearms training, *and* they must pass both the written examination and qualify on a pistol firing range, prior to working on the armed post.
2. All employees hired after the Contract start must receive and successfully complete the training and testing prior to performing duties under this Contract.

C-12.11 Government Provided Training - Failure to Attend

1. The Contractor must ensure that the employees attend all scheduled training and examination/qualification sessions. Absences by Contract employees at scheduled training have an extremely adverse effect on GSA's security guard contracting program.
2. The term 'absence' includes any person properly scheduled for training/testing and who fails to report to the appointed place at the proper time and date. An absence may be excused or unexcused.
3. An excused absence occurs when personnel fail to appear for scheduled qualifications, but the Contractor has provided 48 hours' advance notice or an acceptable excuse. Acceptable excuses are medical emergencies of the guard and the guard's immediate family (spouse, children, parents) and a death in the family. All other excuses shall be reviewed on a case-by-case basis to determine acceptability.
4. An unexcused absence occurs when personnel fail to appear for scheduled training/testing and the Contractor has failed to provide 48 hours' advance notice or an acceptable excuse.
5. The Contractor shall report the employee's inability to attend scheduled dates because of acceptable emergencies to the FPS Training Center as soon as possible. The FPS retains the right to review emergency cancellations to ensure that they are in fact acceptable and excusable. Emergencies that are unacceptable may result in the Contractor being placed under an unexcused absence situation.
6. The FPS Training Bureau shall compile a list of all employees who have an unexcused absence for each day of training. This list will be forwarded to the CO, and the costs associated with the guard's failure to attend will be deducted from the Contractor's next monthly payment. Furthermore, those employees with unexcused absences will be given last preference for re-scheduling training (after those employees who have not been trained and those who require make-up training from an excused absence); thus, the employee's ability to work under the Contract may be seriously delayed by the unexcused absence(s).

C-12.12 Training Waivers

1. **In certain rare circumstances, such as emergencies or significant, unanticipated increases in required services, the CO may temporarily waive the time frames in which training and/or testing must be provided before a Contract employee can work under the Contract. However, all such waivers must be requested in writing by the Contractor, citing the specific reasons why the time frame for training/testing should be temporarily waived, and citing a specific deadline in which the required training/testing will be successfully completed by the Contract employee. Under no circumstances may the Contractor work any Contract employee under a temporary waiver without the CO's written consent of the waiver request. If the CO grants a temporary waiver for the time frame requested by the Contractor, the Contractor must abide by that time frame and, upon expiration of the temporary waiver deadline date, must either have completed the training/testing requirements or must remove the affected Contract employee(s) from the Contract until such time as the requirements are successfully completed.**



C-12.12 Training Waivers (continued)

Under no circumstances will the CO permanently waive the training and testing requirements as described in this Section (Section C) for any Contract employee.

C-13 Quality Control

C-13.1 Contractor-Provided Quality Control Plan

1. Adequate and consistent quality control is an essential component of successful Contract performance. The Contractor shall adhere to the Quality Control Program as proposed by the Contractor as part of their technical proposal and accepted by the Government upon Contract award. The Contractor's Quality Control Program shall include, but not be limited to, the following areas:
 - A. A description of the type, level, and frequency of inspections performed by the Contractor's Quality Control Monitors (not routine inspections performed by Area Supervisors as part of their normal duties).
 - B. Quality Control Inspection Check Lists used to conduct inspections which include, as a minimum, checks of: equipment, uniform and appearance; attendance and/or compliance with GSA Form 139 Sign in/out procedures; knowledge of and adherence to Duty Book requirements; knowledge of and adherence to screening equipment operating procedures; possession of certification and company identification card(s); possession of required licenses and permits; current firearms qualifications; and overall performance.
 - C. A description of the Contractor's employee reward/incentive program and the Contractor's discipline procedures, used when either superior or deficient performance is noted by the Contractor's Quality Control Monitors or by the Government.
 - D. Resumes for all employees appointed to serve as Quality Control Monitors. **Under no circumstances shall individuals appointed as Quality Control Monitors serve as uniformed employees working under this Contract.**
2. Quality Control Inspection Reports shall be prepared by approved Quality Control Monitors and remain on file at the Contractor's facility in sequence by inspection date for all inspections made during the entire Contract period. Follow-up reports shall be prepared and maintained in the above manner.
3. Inspections shall be conducted by the Contractor in accordance with the Quality Control Plan and as frequently as necessary to ensure effective performance by the Contractor. While the Contractor may perform more inspections than are required in the Quality Control Plan, in no event shall the Contractor perform fewer inspections than required by that Plan.
4. The Contractor's Quality Control Monitors must be identified and their resumes submitted in writing by the Contractor to the COR for approval prior to them performing any inspections under the Contract. All changes in appointments shall require the same approval.
5. The Contractor shall maintain a file of all inspection reports related to the Contract and shall make those reports available to the CO or COR upon request. The CO or COR may also request a copy of each inspection report to be forwarded at the time it is prepared. The Contractor shall brief the COR of any serious problems or deficiencies noted during an inspection and shall inform the COR of all actions taken or planned to resolve the problem.
6. If the Contractor's performance indicates that additional quality control measures must be taken by the Contractor, the CO and COR will meet with the Contractor to discuss the Contractor's performance, Quality Control Plan, and any other areas of concern. The CO and COR may request that the Contractor take additional steps to improve both the overall performance of the Contract and adherence to their Quality Control Plan.
7. The Contractor's adherence to their stated Quality Control Plan shall be considered by the Government during semi-annual performance evaluations. Failure by the Contractor to adhere to their stated Quality Control Plan's schedules, methods, forms, etc., may result in Contractual actions being taken by the Government.



C-13.2 Government-Provided Quality Control

1. The Government shall use any and all methods deemed necessary to ensure that the Contractor's employees are in a constant state of awareness and readiness. These methods may include uniformed or undercover surveillance by FPS staff; intrusion tests by undercover FPS staff to evaluate the guards' actions; and surveys of building tenants regarding the guards' performance, including the guards' professionalism, courtesy, and knowledge of their assigned duties.
2. In the event a serious breach of assigned duty by the Contractor's employee(s) is identified during a quality control exercise, the CO and/or COR shall immediately contact the Contractor to discuss the Government's findings and the steps the Contractor will take to correct the problem(s).

C-14 Performance Evaluations

1. The CO and/or COR shall meet with the Contractor (either in person or via teleconference) on a regular basis and prior to all performance evaluations to discuss the results of the Government's quality control findings and the overall performance of the Contract by the Contractor. The intention of these meetings is to establish a "meeting of the minds" between the Government and the Contractor, and to ensure the effective performance of the Contractor. Whenever possible, the Government shall give the Contractor the opportunity to correct any identified problems/deficiencies prior to a written performance evaluation being given, in order to demonstrate the Government's good faith and paramount intention to obtain successful performance by the Contractor.
2. The Government shall formally evaluate, in writing, the Contractor's performance *at least* twice per year -- usually at mid-year and at the end of the year. The Contractor shall be permitted to respond, in writing, to the findings of the performance evaluation. Both the performance evaluation and the Contractor's response shall be filed in the Contract file. Where the Contractor fails to respond in writing to a performance evaluation, the CO shall assume the Contractor's complete concurrence with the findings of the performance evaluation.
3. The Government shall have the express authority to share the findings (either general or specific) of the performance evaluation reports with any other Federal agency, non-profit agency, or business concern who seeks information on the Contractor's performance, in any manner (electronic, verbally, or in writing) it deems appropriate.
4. The Government shall use the performance evaluations as a factor to determine whether to exercise any available option period and/or as a factor to determine whether to award any future contract(s) to the Contractor.



SECTION D - PACKING AND MARKING

D-1 Payment of Postage, Shipping, and Handling Fees

All costs related to the Contractor's submission of information, including forms, reports, files, correspondence, invoices, payrolls, etc., to GSA shall be paid by the Contractor. These costs must be factored into the offering prices, as they will not otherwise be compensated by the Government after Contract award.

D-2 Marking

All information submitted to the CO or the COR shall indicate clearly the Contract number GS-10P-00-LSD-0031 under which the information is being submitted.



SECTION E - INSPECTION AND ACCEPTANCE

E-1 The Role of Government Personnel and Responsibility for Contract Administration, Inspection, and Acceptance

E-1.1 Contracting Officer (CO)

The CO has the overall responsibility for the administration of this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the Contract terms, conditions, requirements, specifications, details and/or delivery schedules; make final decisions on unsatisfactory performance; terminate the contract for convenience or default; issue final decisions regarding Contract questions or matters under dispute. He/she may delegate certain other responsibilities to his/her authorized representatives.

E-1.2 Contracting Officer's Representative (COR)

1. The COR for this contract is:

Michael Whitaker
General Services Administration
400 15th Street SW (10PM1PD)
Auburn, WA 98001-6599
Phone: 253 931-7226

2. The COR is designated to assist the CO in the discharge of his/her responsibilities when he/she is unable to be directly in touch with the Contract work. **In the event that Michael Whitaker is absent or unavailable, Smokey Forster has been designated as the Alternate COR.** The responsibilities of the COR and his/her alternate include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this Contract; acting as the Government's representative in charge of work at the site(s); ensuring compliance with the Contract requirements insofar as the actual performance is concerned; advising the Contractor of proposed deductions for non-performance or unsatisfactory performance; and advising the CO of any factors which may cause delay in the performance of work.
3. After Contract award, the CO will issue a written memorandum to the COR that details the scope of duties the COR is authorized to perform and manage. The COR cannot make any decisions regarding the performance of the contract except as outlined in the memorandum. A copy of the memorandum shall be sent to the Contractor.
4. The Contractor shall immediately notify the CO in the event the COR directs the Contractor to perform work that the Contractor believes is not part of the Contract or part of the COR's designated duties as outlined in the memorandum. The CO will then make a determination as to the issue and respond to all affected parties in the most appropriate manner deemed necessary.



E-1.3 Contracting Officer's Technical Representative (COTR)/Agency Technical Representative (ATR)

1. The COTR is:

Lou Messenger
Federal Office Building
909 First Avenue
Seattle, WA

Phone: 206 220-6621

2. The ATR is:

None appointed at this time. Contractor will be notified if an ATR is appointed.

3. The COTR and ATR are designated to assist the CO and COR in the discharge of their responsibilities when they are unable to be directly in touch with the contract work. The COTR may be a Federal Protective Officer (FPO), a Law Enforcement Security Officer (LESO), or a Protection Specialist (PS). The responsibilities of the COTR and ATR include, but are not limited to:
 - A. Determining the adequacy of performance by the Contract employees in accordance with the terms and conditions of this Contract;
 - B. Performing surveillance of the Contract employees while they are on duty;
 - C. Conducting 'intrusion tests' in which undercover FPS staff will attempt to bring unauthorized weapons or other prohibited materials into the facility, using the prescribed security methods or equipment, without being detected by the guards on post;
 - D. Acting as the Government's representative in charge of work at the site;
 - E. Ensuring compliance with Contract requirements insofar as the guards' duties and behavior are concerned; and
 - F. Advising the Contractor, CO, and COR of nonperformance or unsatisfactory performance. The COTR is a GSA employee, while an ATR is a tenant agency employee.
4. After Contract award, the CO will issue a written memorandum to the COTR and ATR that details the scope of duties they are authorized to perform. **The COTR and ATR cannot make any decisions regarding the performance of the contract except as outlined in the memorandum.** A copy of each memorandum shall be sent to the Contractor simultaneously upon issuance to the COTR and ATR.
5. The Contractor shall immediately notify the CO in the event the COTR or ATR directs the Contractor to perform work that the Contractor believes is not part of the Contract or part of the COTR's or ATR's designated duties as stated in the CO's memorandum to the COTR/ATR. The CO will then make a determination on the issue and will respond to all affected parties.

E-1.4 Contract Quality Assurance Specialists (QAS)

1. The QAS are subordinates of the COR and are responsible for the day-to-day inspection and monitoring of the Contractor's work. The responsibilities of the QAS include, but are not limited to:

- A. Inspecting the work to ensure compliance with the contract requirements;
- B. Documenting through written inspection reports the results of all inspections conducted;
- C. Following through to ensure that all defects or omissions are corrected;
- D. Identifying to the CO and COR areas of non-performance by the Contractor that may result in deductions from Contract payment or other Contractual remedies being taken;
- E. Conferring with representatives of the Contractor regarding any problems encountered in the performance of the work; and generally assisting the COR in carrying out his/her responsibilities.



E-1.4 Contract Quality Assurance Specialists (QAS) (continued)

2. After Contract award, the CO will issue a written memorandum to the QAS that details the scope of duties they are authorized to perform. **The QAS cannot make any decisions regarding the performance of the contract excepts as outlined in the memorandum.** A copy of each memorandum shall be sent to the Contractor simultaneously upon issuance to the Contract Inspectors.
3. The Contractor shall immediately notify the CO in the event the QAS directs the Contractor to perform work that the Contractor believes is not part of the Contract or part of his/her designated duties as stated in the CO's memorandum to the Contract Inspector. The CO will then make a determination on the issue and will respond to all affected parties.

E-2 Government Inspection and Monitoring

1. Inspection is the Government's primary means of ensuring that it receives the items for which it has contracted. For that reason, the government will use multiple means of inspection.
2. People from all walks of life will be observing and interacting with the Contractor's employees. This experience, good or bad, will frequently be reported to GSA. GSA will follow up as is appropriate with each such report. If appropriate, GSA will then advise the Contractor of the commendations or complaints received.
3. GSA works in partnership with client Federal agencies who reimburse GSA for contracted services. The staff and management of these Federal agencies will be supplementing GSA's own inspection and monitoring program with formal and informal observations and reports.
4. GSA will use its own announced and unannounced inspection and monitoring procedures in support of this Contract. Such procedures may occur at any time during the day or night, on any day of the year, and may be supplemented by GSA's customer surveys and other agency reviews of the Contractor's performance (see Sections C and G for more inspection-related information).

E-3. FAR 52.246-4 - Government Inspection of Services - Fixed Price (Aug 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish without additional charge, all reasonable facilities and assistance for safe and convenient performance of these duties.



E-3. FAR 52.246-4 - Government Inspection of Services - Fixed Price (Aug 1996)(continued)

(e) If any of the services do not conform with contract requirements, the Government may require the contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or (2) terminate the contract for default.



SECTION F - DELIVERIES OR PERFORMANCE

F-1. Place of Performance

The services to be provided under this contract shall be accomplished at:

Various locations in Lewis, Pierce, Thurston, Clallam, Grays Harbor, Jefferson, Kitsap, and Mason counties.

F-2. Term of Contract

1. After award, the successful Contractor will be given a written notice to proceed and shall provide contractual services for a twelve month period, subject to the availability of funds, **(see the Clause 552.232-77, Availability of Funds (July 1984), Referenced in the Supplemental Contract Clauses - Part II, Section I)**, commencing on the date specified in the notice to proceed. **Work under this contract is expected to commence on or about September 1, 2000.**
2. The actual dates and times of performance of required services shall be specified by the Government via task order(s). The Contractor shall perform the required services in complete compliance with the task order(s) issued by the Government.

F-3. Option to Extend the Term of the Contract

1. The Government shall have the unilateral option of extending the term of this contract for four (4) consecutive additional periods of twelve (12) months each **(see Clause 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT - SERVICES (Mar 1989), in the Supplemental Contract Clauses - Part II, Section I)**. The same terms and conditions contained in this contract shall apply to the option period, if exercised. The option shall be exercised upon written notification (mailed or otherwise furnished) to the contractor at least thirty (30) calendar days prior to the expiration of the contract. The total duration of this contract, including the exercise of any options, shall not exceed five (5) years.
2. Options will be exercised at the Government's prerogative. There is **not** a contractual right on the part of the Contractor to receive any options available for award if the Government does not choose to exercise them. If the Government exercises the option(s) within the prescribed time frame, the Contractor shall be bound to perform the services for the option period or be subject to the default provisions of this contract.



SECTION G - CONTRACT ADMINISTRATION DATA

G-1 Payment (General)

1. Payment for task orders with recurring services will be made on a calendar month basis in arrears upon submission of an invoice. Payment will be due on the 30th calendar day after receipt of a proper invoice or date of receipt of services, whichever is later. **See the payment clauses referenced in the Supplemental Contract Clauses - Part II, Section I.** In the event the contract begins or ends during the month, payments will be prorated based on the number of calendar days in the respective month.
2. It is the objective of the Government to obtain complete and satisfactory performance in accordance with the terms of specifications and requirements of this Contract. The Criteria for Deductions (Figure G-1) will be used by the Government in determining monetary deductions for nonperformance of work under this contract, or for deficiencies in the performance of work, and supplements the Inspection of Services Clause in Part I, Section E of this contract.
3. To establish the monthly payment for productive manhours, the CO's designated representative will compare the manhours required in each task order with the GSA Form 139, Record of Time of Arrival and Departure from Buildings, or other approved sign-in/sign-out form. The Government will only pay for services actually rendered by the Contractor. For example, If the task order required that a post be manned for 12 hours, but the GSA Form 139 shows that post was manned for 10 hours, the 10 hours will prevail and the Contractor will only be paid for the hours actually furnished.
4. Any inquiries regarding payment shall be directed to the following:

**General Services Administration
Region 7 Finance Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181**

5. Or visit the GSA Finance Division website at <http://www.finance.gsa.gov>.

G-2 Submission of Invoices

1. **Base/Recurring Services.** Invoices shall be submitted on the first of each month to:

**General Services Administration
Region 7
Finance Division
Accounts Payable Branch (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181**

2. **Additional/Emergency Services (TAS/SAS):** Each invoice for additional services shall be submitted to the address below.

All invoices submitted for TAS/SAS shall reference the following information:



Additional/Emergency Services (TAS/SAS): (continued)

- (a) The Contract number.
- (b) The purchase order number indicated in Block #4 on the GSA Form 300.
- (c) The name of the facility where services were provided.
- (d) The dates and number of productive and supervisory hours worked, including the rates authorized for each.
- E. The name of the GSA Representative who authorized the additional hours of work.

For Purchase Orders over \$2,500.00, invoices for TAS/SAS shall be sent to:

**General Services Administration
Region 7
Finance Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181**

(Unless specified otherwise in Block #24 on the GSA Form 300).

For Purchase Orders below \$2,500.00, invoices shall be sent to:

**Vince Ryan, Contracting Officer
Seattle Customer Service Center
915 Second Avenue, Room 18
Seattle, WA 98174**

Phone: 206 220-4688

G-3 GSAM 552.232-71, Adjusting Payments (Sep 1999).

- (e) Under the Inspection of Services clause of this contract, payments may be adjusted if any services do not conform with contract requirements. The Contracting Officer or a designated representative will inform the Contractor, in writing, of the type and dollar amount of proposed deductions by the 10th workday of the month following the performance period for which the deductions are to be made.
- (f) The Contractor may, within 10 working days of receipt of the notification of the proposed deductions, present to the Contracting Officer specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the 10-day period will be interpreted to mean that the Contractor accepts the deductions proposed.
- (g) All or a portion of the final payment may be delayed or withheld until the Contracting Officer makes a final decision on the proposed deduction. If the Contracting Officer determines that any or all of the proposed deductions are warranted, the Contracting Officer shall so notify the Contractor, and adjust payments under the contract accordingly. **(End of clause)**



G-4 GSAM 552.232-72. Final Payments (Sep 1999)

Before final payment is made, the Contractor shall furnish the Contracting Officer with a release of all claims against the Government relating to this contract, other than claims in stated amounts that are specifically excepted by the Contractor from the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

(End of clause)

G-5. Application of Criteria for Deductions

G-5.1 Deduction for Failure to Provide Operable Vehicle

In the event the Contractor fails to provide vehicle(s) or the vehicle(s) provided is inoperable for any period of time, the Government shall deduct an equitable price from the contract, based on the estimated annual costs to the Contractor to provide the vehicle(s). The Contractor shall be responsible for furnishing vehicle operation costs to the CO upon the CO's request.

G-5.2 Deduction for Failure to Provide Equipment, Materials, and Uniforms

In the event the Contractor fails to provide uniforms or equipment as approved by the CO, the CO will make an equitable adjustment in the contract price for the period of deficient performance. In determining the amount of the adjustment, the CO will use as a basis the amount it would cost the Government to obtain the item(s) which the Contractor failed to provide through rental, lease, or purchase. If the item is able to be rented or leased, the Government will deduct the rental/lease cost on a per shift basis when deficiencies occur. If the item is not readily available for rent or lease and must be purchased, the Government will deduct the full cost of the purchased item for the initial violation. Additional deductions will not be made for subsequent violations involving the same item, by the same employee. This will be the basis for adjusting payments regardless of whether the Government does in fact supply the item.

G-5.3 Deduction for Failure of Guards to Attend Scheduled Government Training

In the event the Contractor schedules a guard to attend training or firearms qualification on a pistol range but the guard has an unexcused absence, the CO will make an equitable adjustment in the Contract price for the number of hours the guard is absent. In determining the amount of the adjustment, the CO will use as a basis the hourly rate paid to the instructor or qualifying official, plus any additional relevant costs, such as the costs for materials related to the training and all expenses related to travel, lodging, etc.

G-5.4 Deductions for Deficient Performance

In the event a Contract employee is provided with defective equipment, defective uniforms, or his/her appearance is unsatisfactory, weapons unclean, etc., the COR or his designee(s) shall, in writing, call the attention of the Contractor to the deficiency and request the deficiency be corrected within such time as the COR or his designee(s) deems reasonable. If the Contractor does not correct the deficiency within the specified time, an FPO, LESO, or other Government employee will assume the duties of the Contract guard until such time as the Contractor corrects the deficiency, and the CO shall deduct the costs of providing the service from the Contractor's next monthly payment.



IMPORTANT NOTE: The *average* hourly cost for an FPS employee to man a guard post is \$30.00. In no instance shall the Government deduct *less* than the Contractor's Section B hourly rate for productive guard services or deduct *more* than \$50.00 per hour for the productive services.

G-5.5 CRITERIA FOR DEDUCTIONS

1. Where security guard services are concerned, there is no way for the Government to obtain re-performance of unprovided or unacceptable work by the Contractor's employees. Thus, the Government shall remedy the Contractor's non-performance or unacceptable performance through price deductions.
2. The deduction rate for failure to provide required level of service shall be established as the hourly Contract rate. The hourly Contract rate will be the same hourly rate contained in Section B of the subject Contract.

DEFICIENCIES

1. Unarmed guard working on an armed post
3. Guard working without valid GSA Certification Card/Suitability Clearance
4. Failure to provide required relief breaks
5. Backfill required by FPS personnel
6. Failure to provide uniforms or equipment
7. Failure to provide vehicle performance

DEDUCTIONS

- 100% of the Productive hourly rate for each hour employee works
- 100% of the Productive hourly rate for each hour employee works
- Productive hourly rate, pro-rated for amount of relief not provided
- no less than 100% of the Productive hourly rate and no more than \$50.00 per hour of FPS provided services (average \$30.00 per hour)
- Based on actual cost of purchase, lease, or rental pro-rated for time period in question
- Based on pro-rated share of Contractor's actual costs



SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1 Permits, Licenses, and Adherence to Laws

1. In performance of work under this Contract, the Contractor shall be responsible for obtaining all necessary permits and licenses, and for complying with all applicable Federal, State, County, Parish, and Municipal laws and regulations associated with licensing and permit issuance. The Contractor must pay all costs and fees associated with applying for, receiving, and maintaining all such permits and licenses throughout the course of the Contract, including any and all option periods the Government exercises. The Contractor shall furnish a legible copy of all legally required licenses and permits (excluding permits and licenses issued to individual Contract employees) to the CO prior to the Contract start date and again within 15 days after each option period exercised by the Government. The costs associated with this requirement must be factored into the Contractor's hourly offering prices, as they will not otherwise be paid by the Government.
2. The Contractor will perform services in various locations **throughout Lewis, Pierce, Thurston, Clallam, Grays Harbor, Jefferson, Kitsap and Mason counties**. The Contractor must possess ALL licenses required to perform services in these counties in the **State of Washington**.
3. The applicable licensing authorities that are known to the Government at this time are: **Department of Licensing, Business and Professions Division, Security Guard Program, P.O. Box 9045, Olympia, WA 98507-9045. Questions may be directed to Tim Baker, Licensing Program Manager at (360) 664-9073.**

Note: The Contractor bears the sole burden for ensuring that all legally required licenses and permits are obtained and renewed as specified by the regulating agency. This information is provided as a guide only. The Contractor must verify and comply with all state, county, and municipal requirements, whether listed here or not.

4. The Contractor will be found non-responsible if they do not possess the required license(s) or do not demonstrate the ability to obtain such licenses prior to Contract start.
5. Failure by the Contractor to maintain valid licenses and permits may be cause for the Government to take Contractual actions, up to and including termination for default. For instance, if an armed guard's firearms permit expires, and he/she is legally required to possess a valid license while armed, the CO will require that the guard be removed from the post until a valid permit is obtained. If the Contractor fails to renew a required license and the controlling authority (state, municipality, etc.) orders the Contractor to cease performance until the license is renewed, the Government may terminate the Contract for default or take other remedies, such as issuing a Stop Work Order, obtaining performance by other sources, and deducting those costs from the Contract price.
6. Where Contract employees are required by law to individually apply for licenses and/or permits, and a fee is required by the licensing agency, the Contractor shall remunerate the employee for all costs and fees associated with obtaining the required license/permit. **Under no circumstances shall a Contract employee be required to pay for a Contractually-required license or permit without being reimbursed by the Contractor.**



H-2 Contract Guard Certification

1. Prior to working under the Contract, every guard, productive and supervisory, must possess a valid GSA certification card (GSA Form 3527). The GSA certification card is evidence that the guard has: received a favorable adjudication from GSA; passed the medical examination; completed the required training; passed the required examination(s); and meets all other qualification criteria to be a GSA Contract security guard.
2. The Contractor should follow the procedures listed below to obtain a GSA certification card for each Contract employee:
 - A. Conduct an initial employment screening to determine whether the prospective employee meets the Contractor's specific hiring requirements and the Contract eligibility requirements (including medical and psychological/reliability examinations and drug testing);
 - B. Submit the suitability package to the GSA COR (see Section C-11) and await the results of the adjudication. This process will take approximately one (1) month if all forms are legible and complete.
 - C. Schedule required Government-provided training and testing/qualifying with the GSA FPS office and schedule/conduct all other Contractor-provided training requirements;²
 - D. After the Contractor receives the suitability adjudication results and the employee completes the training and passes the required examination(s), the Contractor shall submit the following information to the GSA COR for a GSA certification card:
 - (1) A certification, signed by the Contract Manager, that the employee has met all the requirements set forth in Section C and that all pertinent documents are on file at the Contractor's facility (See Section J, Exhibit 11)
 - (2) Two color photographs, 1" x 1," no more than one year old, of the guard's head and upper shoulders; and
 - (3) One GSA Form 3527, Contract Guard Qualification Certificate. The guard's name, social security number, and company name must be typed on the front of the card, and the guard must sign the signature block in blue or black ink.
 - (4) Armed guards must submit a signed and dated "Domestic Violence" certification that states have not been arrested for or charged with any offense related to domestic violence. The CO shall provide the Contractor with an adequate supply of these forms. This form shall be valid for a period of one (1) year and must be re-completed and re-submitted concurrent with the guard's annual firearms re-qualification.

² The Contractor may proceed with Contractor-provided training while awaiting results of the suitability adjudication process.



H-2 Contract Guard Certification (continued)

3. GSA will type the date of issuance, qualifications, and expiration on the GSA Form 3527, and laminate the completed form. The card will then be issued to the Contractor.

No guard or supervisor shall be permitted to work under this Contract without a valid certification card.

4. The Contractor is responsible for the employees having all required certification credentials in their possession at all times while on the protected premises. This includes not only the GSA certification card, but a valid CPR/First Aid card and, when required, a valid firearms permit.
5. The Certification card will be valid for the term of the contract and shall be marked "TOC" to designate expiration upon completion of the contract.
6. The Contractor must return to GSA an employee's certification card within **five (5)** work days of either the termination of the guard's employment, or the guard's removal from the Contract at the end of the Contract period. The Contractor must return to GSA all blank cards and all completed cards for guards who will not continue to work under GSA Contracts. Possession of a GSA certification card **does not** waive any other Contract requirement.
7. The certification card shall be worn on the outermost garment of the guard's uniform.
8. **IMPORTANT NOTE:** Because the Certification card does not expire when individual certification elements expire, the Contractor is responsible for continually maintaining validity of each element of the Contract employee's certification status (i.e., suitability determination, medical examination, firearms requalification, CPR/First Aid certification). See Section J, Exhibit 11 for the list of individual certification elements.
9. **The CO shall have the express authority to demand return of the GSA Certification card for any Contract employee who does not maintain compliance with the Contract qualification and certification standards, and the CO shall have the express authority to prohibit that employee from performing under the Contract until such time as he/she comes into full compliance with all qualification/certification criteria.**

H-3 Identification/Building Pass

When a controlled personnel identification system is used by a tenant agency at a site at which the Contract employee is assigned for duty, the tenant agency will provide the Contract employee with the necessary Government identification. The Contractor shall ensure that all Government identifications are returned to the issuing agency when employees are terminated or resign, or upon expiration of the Contract, whichever comes first.



H-4 Standards of Conduct

1. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity, and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary.
2. The Contractor is also responsible for ensuring that their employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized by this Contract and the post orders.
3. Each Contract employee is expected to adhere to standards of behavior that reflect credit on himself, his employer, and the Federal Government. The CO and COR have the authority to request the retraining, suspension, or removal of any Contract employee who does not meet and adhere to the standards of conduct as required in this Contract and the CGIM.

H-5 Removal from Duty

1. The Government may request the Contractor to immediately remove any employee from the work site should it be determined that the employee has been disqualified for either suitability or security reasons, or who is found to be unfit for performing security duties during his/her tour of duty. The Contractor must comply with these requests in a timely manner. For clarification, a determination of unfitness may be made from, but not be limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:
 - A. Violations of the Rules and Regulations governing Public Buildings and Grounds, 41 CFR 101.20.3.
 - B. Neglect of duty, including sleeping while on duty, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the worksite(s).
 - C. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.
 - D. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Also, participating in disruptive activities which interfere with the normal and efficient operations of the Government.
 - E. Theft, vandalism, immoral conduct, or any criminal actions.
 - F. Selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects; failure to pass drug screening test.
 - G. Improper use of official authority or credentials.
 - H. Unauthorized use of communications equipment or Government property.
 - I. Misuse of weapon(s).
 - J. Violation of security procedures or regulations.
 - K. Unauthorized post abandonment.
 - L. Failure to cooperate with Government officials or local law enforcement authorities during an official investigation.
2. The CO will make all determinations regarding the removal of any employee from the work site. In the event of a dispute, the CO will make the final determination. Specific reasons for removal of an employee will be provided to the Contractor in writing



H-6 Contract Employee Reinstatements

1. When an action is taken by the Government that may impact upon the suitability or work fitness status of a Contract employee, the Contractor may appeal the decision to the CO.
2. If the CO made the initial decision, the appeal will be reviewed by a senior manager within the regional FPS office or by the FPS Technology and Security Branch staff in Washington, DC. The appeal decision will be provided to the Contractor in writing with a brief explanation of the decision to uphold or reverse the CO's decision.
3. Every effort will be made by the Government to expedite processing of the appeal. In most cases the appeal will be decided within two (2) to four (4) weeks, depending on the complexity of the case.
4. While the appeal is being considered, the Contractor **shall not** permit the employee work under this Contract.

H-7 Contractor's Personnel Filing System

1. To minimize duplication of effort by the Government and the Contractor, the Contractor shall maintain personnel files for all employees who work under this Contract. Files shall be maintained either at the Contract Manager's on-site office or the Contractor's regional corporate office. Each guard's file **must** contain the following information:
 - A. Application for employment, including resume or detailed prior work history and references;
 - B. Results of all criminal history checks obtained by the Contractor both prior to and after hiring;
 - C. Copy of high school diploma, GED certificate, college transcripts, military record, or POST training completion;
 - D. Record of all basic and refresher training attendance and, where required, test scores;*
 - E. Record of all firearms training and qualification scores, where required by the Contract;*
 - F. Record of all Government-provided training completed;*
 - G. Copy of most recent CPR card and First Aid certification card;
 - H. Copy of most recent Medical Evaluation (SF 78);
 - I. Results of all drug screenings administered (both pre- and post- employment);
 - J. Copy of psychological evaluation/reliability exam results (where legally permitted) or signed letter indicating such exams are illegal in the State/County/Parish/Municipality of the Contractor's office;
 - K. Record of guard's suitability information (including date current suitability expires);*
 - L. Copy of all disciplinary actions taken by the Contractor against the employee for all infractions committed under the Contract;
 - M. Copy of all commendations, awards, letters, and other documents given to the employee as a result of work performed under this Contract; and
 - N. Copy of any clearance issued, where required by this Contract (i.e., Secret/Top Secret)

* Although the Government will maintain records for this item, the Contractor shall also maintain this information. This is required in the event that there is a catastrophic destruction of records at the Government's facility which would require recreation of guards' files.

2. The Contractor's filing system shall be consistently applied and maintained. Required documents shall be placed under the same Section/tabs in every Contract employee's file.



H-7 Contractor's Personnel Filing System (continued)

3. The CO, COR, COTR, or GSA employees designated by the CO shall have the express authority to review **any** Contract employee's file at **any time** during the course of the Contract. The Contractor shall maintain all personnel files for a minimum of five (5) years after Contract closeout (upon receipt of release of claims).
4. The CO or COR can request, at any time during the course of the Contract, a spreadsheet or other tracking system (either in paper form or in electronic form) which clearly details the status of all the Contract requirements for all Contract employees.
5. The Contractor may maintain either a hard-copy (paper) file or a computerized system containing all the information required above. However, if the Contractor uses a computerized filing system, all forms must be scanned into the computer and must be legible.
6. **False statements, certification, or falsification of any documents required in this Contract by the Contractor, Contract Manager, or any Contract employee shall be punishable under US Code Title 18, Chapter 47, Section 1001, Fraud and False Statements. Additionally, the Government may initiate an investigation by its Office of Inspector General or the regional FPS Criminal Investigations Branch, may initiate debarment proceedings, and/or may take Contractual remedies, up to and including termination for default. Under no circumstances whatsoever will falsification of required documents be tolerated by the Government.**



SECTION I
SERVICE CONTRACT CLAUSES (Updated 05/00)
INDEX
(CLAUSES INCORPORATED BY REFERENCE)

<u>CATEGORY</u>	<u>CLAUSE NO.</u>	<u>48 CFR REFERENCE</u>	<u>APPLICABLE CLAUSE TITLE</u>	<u>TO CONTRACTS EXCEEDING</u>
<u>5.2</u> GENERAL	1	52.202-1	Definitions (10/95)	100,000
	2	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 97)	Over 100K
	*3	552.203-71	Restriction on Advertising(9/99)	\$100,000
		52.204-4	Printing/Copying Double-Sided on Recycled Paper (Jun 96)	100K & Over
	4	52.214-29	Order of Precedence - Sealed Bidding(1/86)	ALL
	5		Reserved	
	*6	52.225-13	Restrictions on Certain Foreign Purchases (2/00)	\$2,500
	7	52.242-13	Bankruptcy (Jul 95)	Over 100K
	*8	52.252-2	Clauses Incorporated By Reference (Feb 98)	ALL
	*9	52.252-6	Authorized Deviations or Variations in Clauses (Apr 84)	ALL
		552.252-6	Deviation FAR 52.252-6 (Jul 85)	
	10	552.237-70	Qualifications of Offerors (May 89)	ALL
	11	52.253-1	Computer Generated Forms(Jan 91)	ALL
	12	52.203-3	Gratuities (Apr 84)	\$100,000
STANDARDS OF CONDUCT	13	52.203-5	Covenant Against Contingent Fees (Apr 84)	\$100,000
	14	52.203-7	Anti-Kickback Procedures(Jul 95)	\$100,000
	15	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 97)	\$100,000
BUY AMERICAN	16	52.225-3	Buy American Act-Supplies (Jan 94)	\$2,500 - \$186,000
	*17	52.225-16	Sanctioned European Union Country Services (2/00)	Less than \$186,000
ENVIRONMENTAL PROTECTION	18	52.223-5	Pollution Prevention and Right-to-Know Information (4/98)	ALL
	19	52.223-6	Drug-Free Workplace (Jan 1997)	ALL-if awarded to individual \$100,000-if awarded to firm
LABOR STANDARDS	20	52.222-1	Notice to the Government of Labor Disputes (Feb 97)	ALL
	21	52.222-3	Convict Labor (Aug 96)	\$2,500
	22	52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (Jul 95)	\$100,000
	23	52.222-26	Equal Opportunity (2/99)	\$10,000
	24	52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (4/98)	\$10,000
	25	52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (1/99)	\$25,000



	26	2.222-36	Affirmative Action for Workers with Disabilities (6/98)	\$10,000
	27	52.222-43	Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 89)	OTHER THAN JWOD
	28	52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment (May 89)	JWOD
	*29	52.222-47	Service Contract Act (SCA) Minimum Wages and Fringe Benefits (May 89)	Applicable if incumbent union
SUBCONTRACTING	30	52.203-6	Restrictions on Subcontractor Sales to the Government (Jul 95)	Over 100K
	31	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (7/95)	\$25,000
	32	52.219-8	Utilization of Small Business Concerns (6/99)	\$100,000
	33	52.219-9	Small Business Subcontracting Plan (10/99)	\$500,000
	34	52.219-14	Limitations on Subcontracting (Dec 96)	
TAXES	35	52.219-16	Liquidated Damages-(1/99)	\$500,000
	36	52.229-3	Federal, State, and Local Taxes (1/91)	\$100,000
		552.229-70	Federal, State, and Local Taxes (4/84)	\$2,500
	37	52.229-5	Taxes-Contracts Performed in U.S. Possessions or Puerto Rico (4/ 84)	\$100,000
PAYMENT	38	52.232-8	Discounts for Prompt Payment (5/97)	ALL
	39	52.232-9	Limitation on Withholding of Payments (Apr 84)	If applicable
	40	52.232-11	Extras (Apr 84)	ALL
	41	52.232-17	Interest (Jun 96)	\$100,000
	42	52.232-23	Assignment of Claims (Jan 86)	\$2,500 JWOD
	43	52.232-25	Prompt Payment (Jun 97)	ALL
	*44	52.232-34	Payment by Electronic Funds Transfer—Other than Central Contractor Registration (5/99)	ALL
	*45	52.232-36	Payment by Third Party (5/99)	If contract can be paid using Commercial Credit Card
ADJUSTMENTS	*46	552.232-73	Availability of Funds (Sep/99)	ALL
	47	52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (Jan 97)	\$100,000
	48	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity(Jan 97)	\$100,000
	49	552.243-70	Pricing of Adjustments(Apr 89)	ALL



DISPUTES	50	52.233-1	Disputes (12/98)	ALL
OTHER	52*	52.248-1	Value Engineering (FEB 2000)	\$100,000
AUDITS/COST OR	53	52.214-26	Audit-Sealed Bidding (Oct 1997)	\$500,000
PRICING DATA				
	54	52.215-2	Audit - Negotiation (June 1999)	\$500,000
	55	52.233-3	Protest After Award (Aug 1996)	\$100,000
	56	552.215-71	Exam. Of Records by GSA (Multiple Award Schedules)(8/97)	\$100,000



SUPPLEMENTAL CONTRACT CLAUSES FOR BUILDING SERVICE CONTRACTS-INDEX

<u>CATEGORY</u>	<u>REFERENCE</u>	<u>PARA</u>	<u>CLAUSE TITLE</u>	<u>TO CONTRACTS EXCEEDING</u>
INSURANCE	52.228-5	1	Insurance-Work on a Government Installation (Jan 97)	Over 100K
	52.246-25	2	Limitation of Liability-Services (Feb 97)	Over 100K
EMPLOYEES	*52.228-70	3	Workers' Compensation Laws (Sep 99)	Over 100K
	552.237-71	4	Qualification of Employees (May 89)	Over 100K
	52.207-3	5	Right of First Refusal of Employment (Nov 91)	Only A76 Projects
	52.215-18	6	Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other than Pensions (Oct 97)	Negotiated over 500K
CHANGES	52.222.50	*7	Nondisplacement of Qualified Workers (May 99)	Succeeding Bldg. Svc. Contracts
	52.243-1	8	Changes-Fixed Price (Aug 87)/Alt I (Apr 84)	ALL
	52.249-1	9	Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 84)	100K or Less
	52.249-2	10	Termination for Convenience of the Government (Fixed-Price) (Sept 96)	Over 100K
OTHER	52.249-8	11	Default (Fixed-Price Supply and Service) (4/84)	Over 100K
	52.217-9	12	Option to Extend the Term of the Contract (Mar 00)	ALL
	52.219-6	13	Notice of Total Small Business Set-Aside (Jul 96)	APPLICABLE
	*	14	Rate, Charges and Public Regulation	NOT APPLICABLE
	52.237-2	15	Protection of Government Buildings, Equipment, and Vegetation (4/ 84)	TRASH REMOVAL
	*	16	Safety and Health	ALL
	52.223-12	17	Refrigeration Equipment and Air Conditioners (May 95) (for maintenance, repair, or disposal of any equipment or appliance using class I or class II ozone-depleting as a refrigerant, such as air conditioners, including motor vehicle, refrigerators, chillers or freezers)	ALL
	52.223-14	18	Toxic Chemical Release Reporting (Oct 96) (Applies to competitive contracts expected to exceed \$100,000 and which include 52.223-13)	\$100,000
	52.223-5	19	Pollution Prevention and Right-to-Know Information (4/98)	ALL



SERVICE CONTRACT CLAUSES – FULL TEXT

(*8)

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

WWW.ARNET.GOV/FAR

(*9) **52.252-6 Authorized Deviations in Clauses (Apr 84)**

552.252-6 Authorized Deviations in Clauses (Deviation FAR 52.252-6) (SEP 1999)

(a) Deviations to FAR clauses.

- (1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Regulation (48 CFR Chapter 1) clause by the addition of “(DEVIATION)” after the date of the clause, if the clause is not published in the General Services Administration Acquisition Regulation (48 CFR Chapter 5)
- (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Regulation by the addition of “(DEVIATION (FAR clause no.))” or after the date of the clause

(b) Deviations to GSAR clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Regulation clause by the addition of “(DEVIATION)” after the date of the clause.

(c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a “substantially the same as” basis are not considered deviations.

(*3) **552.203-71 RESTRICTION ON ADVERTISING (SEP 1999)**

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

(*6) **52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2000)**

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, and Sudan.

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(*17) **52.225-16 SANCTIONED EUROPEAN UNION COUNTRY SERVICES (FEB 2000)**

(a) *Definition.* "Sanctioned European Union member state," as used in this clause, means Austria, Belgium, Denmark, Finland, France, Ireland, Italy, Luxembourg, the Netherlands, Sweden, or the United Kingdom.

(b) The Contractor shall not perform services under this contract in a sanctioned European Union member state. This prohibition does not apply to subcontracts.



(*29) 52.222-47 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor and the _____ (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

(*44) 52.232-34 Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999).

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by _____. [the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"]. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.



(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(*45) 52.232-36 Payment by Third Party. (May 1999)

(a) *General.* The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(b) *Contractor payment request.* In accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor, the Contractor shall make such payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with the terms of this contract.

(c) *Payment.* The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) *Documentation.* Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) *Assignment of claims.* Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) *Other payment terms.* The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.



(*46) Availability of Funds (SEP 1999)

The authorization of performance of work under this contract during the initial contract period and any option or extension period(s) is contingent upon the appropriation of funds to procure this service. If the contract is awarded, extended, or option(s) exercised, the Government's obligation beyond the end of the fiscal year (September 30), in which the award or extension is made or option(s) is exercised, is contingent upon the availability of funds from which payment for the contract services can be made. No legal liability on the part of the government for payment of any money beyond the end of each fiscal year (September 30) shall arise unless or until funds are made available to the Contracting Officer for this procurement and written notice of such availability is given to the contractor.



SUPPLEMENTAL CONTRACT CLAUSES FOR BUILDING SERVICE CONTRACTS – FULL TEXT

52.216-18 Ordering.

As prescribed in 16.506(a), insert the following clause:

Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from _____ through _____ [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

Order Limitations.

a. No Guarantee of Estimated Quantity of Work: Except as provided herein, the contractor is obligated to deliver hereunder services that are ordered from time to time through individual Delivery Orders. Any services specified herein, or in any related Delivery Order of this contract, are to be considered estimated quantities only for the purpose of describing the general nature of work contemplated. No guarantee is provided or implied by the Government in any way that said services will, in fact, be ordered, except as stipulated below.

b. Guaranteed Minimum: The Government shall order at least 17,000 hours of service..

c. Maximum Total Contract Amount: The maximum number of hours is 50,000 of service.

d. Work by Others: The Government reserves the right to undertake by another contract, by Government employees, or by other means, the same type or similar work as contracted for herein and to do so shall not be a violation of the terms of this contract, nor be considered as a termination in whole or in part of work contracted for hereunder.

52.216-22 Indefinite Quantity.

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after August 31, 2001. In the event the Government exercises its right to renew service under the option periods, this date will be modified to reflect the date that corresponds to the end of the option period.

(End of clause)

(*7) 52.222-50 - NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 1999)

(a) *Definition.* "Service employee," as used in this clause, means any person engaged in the performance of recurring building services other than a person employed in a *bona fide* executive, administrative, or professional capacity, as those terms are defined in 29 CFR Part 541, and shall include all such persons regardless of any contractual relationship that may be alleged to exist between a contractor and such person.



(b) Consistent with the efficient performance of this contract, the Contractor shall, except as otherwise provided herein, in good faith offer those employees engaged in the performance of building services (other than managerial and supervisory employees) under the predecessor contract, whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal to employment under the contract in positions for which the employees are qualified. The Contractor shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Where the Contractor offers a right of first refusal to fewer employees than were employed by the predecessor contractor, its obligation under the contract to the predecessor's employees to fill vacancies created by increased staffing levels or by employee termination, either voluntarily or for cause, continues for 3 months after commencement of the contract. Except as provided in paragraph (c) of this clause, the Contractor shall not offer employment under the contract to any person prior to having complied fully with this obligation.

(c) Notwithstanding the Contractor's obligation under paragraph (b) of this clause, the Contractor--

(1) May employ on the contract any employee who has worked for the Contractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face layoff or discharge;

(2) Is not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees; and

(3) Is not required to offer a right of first refusal to any employee(s) of the predecessor contractor who the Contractor reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.8).

(4) Must presume, unless demonstrated otherwise, that all employees working on the predecessor contract in the last month of performance performed suitable work on the contract. Offers of employment are governed by the following:

(i) The offer shall state the time within which the employee must accept such offer, but in no case shall the period for acceptance be less than 10 days.

(ii) The offer may be made by separate written notice to each employee, or orally at a meeting attended by a group of the predecessor contractor's employees.

(iii) An offer need not be to a position similar to that which the employee previously held, but the employee must be qualified for the position.

(iv) An offer to a position providing lower pay or benefits than the employee held with the predecessor contractor will be considered bona fide if the Contractor shows valid business reasons.

(v) To ensure that an offer is effectively communicated, the Contractor should take reasonable efforts to make the offer in a language that each worker understands; for example, by having a coworker or other person fluent in the worker's language at the meeting to translate or otherwise assist an employee who is not fluent in English.

(d) For a period of 1 year, the Contractor shall maintain copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the predecessor's employees to whom an offer was made. Copies of such documentation shall be provided upon request to any authorized representative of the contracting agency or the Department of Labor.

(e) The Contractor shall, no less than 60 days before completion of this contract, furnish the Contracting Officer with a certified list of the names of all service employees engaged in the performance of building services, working for the Contractor at the Federal facility at the time the list is submitted. The list also shall contain anniversary dates of employment on the contract either with the current or predecessor contractors of each service employee, as appropriate. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided upon request to employees or their representatives. Submission of this list will satisfy the requirements of paragraph (n) of the clause at 52.222-41, Service Contract Act of 1965, as Amended.

(f) The requirements of this clause do not apply to services where a majority of the Contractor's employees performing the particular services under the contract work at the public building and at other locations under contracts not subject to Executive Order 12933, provided that the employees are not deployed in a manner that is designed to avoid the purposes of the Executive Order.

(g) If it is determined, pursuant to regulations issued by the Secretary of Labor, that the Contractor is not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor, as provided in Executive Order 12933, the regulations of the Secretary of Labor at 29 CFR Part 9, and relevant orders of the Secretary of Labor, or as otherwise provided by law.



(h) The Contractor is advised that the Contracting Officer shall withhold or cause to be withheld from the Contractor, under this or any other Government contract with the Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator of the Wage and Hour Division, the Administrative Law Judge, or the Administrative Review Board, that the Contractor failed to comply with the terms of this clause, and that wages lost as a result of the violations are due to employees or that other monetary relief is appropriate.

(i) The Contractor shall cooperate in any investigation by the contracting agency or the Department of Labor into possible violations of the provisions of this clause and shall make records requested by such official(s) available for inspection, copying, or transcription upon request.

(j) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes concerning the requirements of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the employees under the contract or its predecessor contract.

552.237-72 - PROHIBITION REGARDING "QUASI-MILITARY ARMED FORCES" (SEPT 1999)

The Contractor must not, during the term of this contract, offer for hire "Quasi-Military Armed Forces" within the meaning of the court decision in *United States ex. rel. Weinberger v. Equifax*, 557 F. 2d 456 (5th Dr., 1977).



**SERVICE CONTRACT ACT OF 1965, AS AMENDED
AND
STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES**

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.



(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.



(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.



52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage--Fringe Benefits
See BELOW.	

The Service Contract Act of 1965, as amended, requires the contracting agency to state the comparable rates which employees would be paid if employed by the Government. These rates are for information only, and do not control the rates to be paid under the contract. The following classes of service employees expected to be employed under the contract would, if employed by the General Services Administration, be paid not less than:

<u>EMPLOYEE CLASS</u>	<u>HOURLY MONETARY WAGE</u>	<u>% OF HOURLY AS FRINGE</u>
Guard II, (GS-5/01)	\$11.57	
Retirement		20.4%
Life & Health Insurance		3.7%
Workman's Compensation		1.9%

Sick leave provided by law: 13 days per year

Paid Holidays provided by law: 10

Vacations or paid leave provided by law: (1) two hours of annual leave each week for an employee with less than 3 years of service (2) three hours of annual leave each week for an employee with 3 but less than 15 years of service (3) four hours of annual leave each week for an employee with 15 or more years of service.

WAGE DETERMINATION: Bidders are advised that the various classes of service employees who will be employed in the performance of the contract awarded under this solicitation **MUST BE PAID** the minimum monetary wage and shall be furnished fringe benefits shown on the attached Wage Determinations 94-2567, Rev. 12, Dated 9/18/1998 AND Wage Determination 94-2559, Rev. 14, Dated 9/18/1998. These determinations were issued under the provisions of the McNamara - O'Hara Service Contract Act (79 Stat. 1034), and in accordance with Part 4.3 of 29 CFR Part 4.

REGISTER OF WAGE DETERMINATION UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
Washington, D.C. 20210

Wage Determination No.: 94-2567

Revision No.: 12

Date of Last Revision: 09/18/1998

Division of Wage Determinations

State(s): Washington

Areas: Washington COUNTIES OF Lewis, Pierce, Thurston

** Fringe Benefits Required For All Occupations Included In This Wage Determination Follow
The Occupational Listing **

OCCUPATION CODE AND TITLE

MINIMUM HOURLY WAGE

Administrative Support and Clerical Occupations:

01011 Accounting Clerk I	\$ 9.46
01012 Accounting Clerk II	\$ 10.33
01013 Accounting Clerk III	\$ 11.85
01014 Accounting Clerk IV	\$ 14.29
01030 Court Reporter	\$11.76
01050 Dispatcher, Motor Vehicle	\$ 9.76
01060 Document Preparation Clerk	\$ 9.09
01070 Messenger (Courier)	\$ 7.38
01090 Duplicating Machine Operator	\$ 9.09
01110 Film/Tape Librarian	\$ 10.65
01115 General Clerk I	\$ 7.38
01116 General Clerk II	\$ 8.31
01117 General Clerk III	\$ 9.09
01118 General Clerk IV	\$ 10.20
01120 Housing Referral Assistant	\$ 13.60
01131 Key Entry Operator I	\$ 9.12
01132 Key Entry Operator II	\$ 10.56
01191 Order Clerk I	\$ 8.80
01192 Order Clerk II	\$ 9.61
01261 Personnel Assistant (Employment) I	\$ 9.48
01262 Personnel Assistant (Employment) II	\$ 10.65
01263 Personnel Assistant (Employment) III	\$ 11.76
01264 Personnel Assistant (Employment) IV	\$ 13.60
01270 Production Control Clerk	\$ 13.60
01290 Rental Clerk	\$ 10.65
01300 Scheduler, Maintenance	\$ 10.65
01311 Secretary I	\$ 10.65
01312 Secretary II	\$ 11.76
01313 Secretary III	\$ 13.60
01314 Secretary IV	\$ 15.12
01315 Secretary V	\$ 16.74
01320 Service Order Dispatcher	\$ 10.65
01341 Stenographer I	\$ 11.06
01342 Stenographer II	\$ 12.57
01400 Supply Technician	\$ 14.01
01420 Survey Worker (Interviewer)	\$ 11.76

01460 Switchboard Operator-Receptionist	\$ 9.29
01510 Test Examiner	\$ 11.76
01520 Test Proctor	\$ 11.76
01531 Travel Clerk I	\$ 8.77
01532 Travel Clerk II	\$ 9.55
01533 Travel Clerk III	\$ 10.28
01611 Word Processor I	\$ 10.29
01612 Word Processor II	\$ 10.61
01613 Word Processor III	\$ 11.87

Automatic Data Processing Occupations:

03010 Computer Data Librarian	\$ 12.04
03041 Computer Operator I	\$ 10.87
03042 Computer Operator II	\$ 12.16
03043 Computer Operator III	\$ 14.60
03044 Computer Operator IV	\$ 16.22
03045 Computer Operator V	\$ 17.96
03071 Computer Programmer I 1/	\$ 12.67
03072 Computer Programmer II 1/	\$ 15.40
03073 Computer Programmer III 1/	\$ 20.20
03074 Computer Programmer IV 1/	\$ 23.96
03101 Computer Systems Analyst I 1/	\$ 18.70
03102 Computer Systems Analyst II 1/	\$ 22.19
03103 Computer Systems Analyst III 1/	\$ 26.13
03160 Peripheral Equipment Operator	\$ 12.04

Automotive Service Occupations:

05005 Automobile Body Repairer, Fiberglass	\$ 17.39
05010 Automotive Glass Installer	\$ 16.34
05040 Automotive Worker	\$ 16.34
05070 Electrician, Automotive	\$ 17.39
05100 Mobile Equipment Servicer	\$ 14.81
05130 Motor Equipment Metal Mechanic	\$ 17.39
05160 Motor Equipment Metal Worker	\$ 16.34
05190 Motor Vehicle Mechanic	\$ 17.39
05220 Motor Vehicle Mechanic Helper	\$ 14.81
05250 Motor Vehicle Upholstery Worker	\$ 16.34
05280 Motor Vehicle Wrecker	\$ 16.34
05310 Painter, Automotive	\$ 16.86
05340 Radiator Repair Specialist	\$ 16.34
05370 Tire Repairer	\$ 14.81
05400 Transmission Repair Specialist	\$ 17.39

Food Preparation and Service Occupations:

07010 Baker	\$ 10.64
07041 Cook I	\$ 9.65
07042 Cook II	\$ 10.64
07070 Dishwasher	\$ 8.53
07100 Food Service Worker (Cafeteria Worker)	\$ 8.53
07130 Meat Cutter	\$ 10.64
07250 Waiter/Waitress	\$ 8.96

Furniture Maintenance and Repair Occupations

09010 Electrostatic Spray Painter	\$ 16.86
-----------------------------------	----------

09040 Furniture Handler	\$ 14.81
09070 Furniture Refinisher	\$ 16.86
09100 Furniture Refinisher Helper	\$ 14.81
09110 Furniture Repairer, Minor	\$ 15.82
09130 Upholsterer	\$ 16.34

General Service and Support Occupations:

11030 Cleaner, Vehicles	\$ 8.53
11060 Elevator Operator	\$ 8.53
11090 Gardener	\$ 9.40
11121 Housekeeping Aide I	\$ 8.05
11122 Housekeeping Aide II	\$ 8.53
11150 Janitor	\$ 8.53
11210 Laborer, Grounds Maintenance	\$ 8.53
11240 Maid or Houseman	\$ 8.05
11270 Pest Controller	\$ 13.32
11300 Refuse Collector	\$ 8.53
11330 Tractor Operator	\$ 9.71
11360 Window Cleaner	\$ 8.96

Health Occupations:

12020 Dental Assistant	\$ 10.27
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 10.27
12071 Licensed Practical Nurse I	\$ 8.18
12072 Licensed Practical Nurse II	\$ 9.18
12073 Licensed Practical Nurse III	\$ 10.27
12100 Medical Assistant	\$ 9.18
12130 Medical Laboratory Technician	\$ 9.18
12160 Medical Record Clerk	\$ 9.18
12190 Medical Record Technician	\$ 12.72
12221 Nursing Assistant I	\$ 6.67
12222 Nursing Assistant II	\$ 7.49
12223 Nursing Assistant III	\$ 8.18
12224 Nursing Assistant IV	\$ 9.18
12250 Pharmacy Technician	\$ 11.45
12280 Phlebotomist	\$ 9.18
12311 Registered Nurse I	\$ 12.72
12312 Registered Nurse II	\$ 15.56
12313 Registered Nurse II, Specialist	\$ 15.56
12314 Registered Nurse III	\$ 18.83
12315 Registered Nurse III, Anesthetist	\$ 18.83
12316 Registered Nurse IV	\$ 22.57

Information and Arts Occupations:

13002 Audiovisual Librarian	\$ 15.12
13011 Exhibits Specialist I	\$ 14.89
13012 Exhibits Specialist II	\$ 18.40
13013 Exhibits Specialist III	\$ 22.52
13041 Illustrator I	\$ 14.89
13042 Illustrator II	\$ 18.40
13043 Illustrator III	\$ 22.52
13047 Librarian	\$ 16.74
13050 Library Technician	\$ 11.12
13071 Photographer I	\$ 13.32
13072 Photographer II	\$ 14.89
13073 Photographer III	\$ 18.40

13074 Photographer IV	\$ 22.52
13075 Photographer V	\$ 27.34

Laundry, Drycleaning, Pressing and Related Occups

15010 Assembler	\$ 6.56
15030 Counter Attendant	\$ 6.56
15040 Dry Cleaner	\$ 8.50
15070 Finisher, Flatwork, Machine	\$ 6.56
15090 Presser, Hand	\$ 6.56
15100 Presser, Machine, Drycleaning	\$ 6.56
15130 Presser, Machine, Shirts	\$ 6.56
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 6.56
15190 Sewing Machine Operator	\$ 9.18
15220 Tailor	\$ 9.86
15250 Washer, Machine	\$ 7.13

Machine Tool Operation and Repair Occupations:

19010 Machine-Tool Operator (Toolroom)	\$16.34
19040 Tool and Die Maker	\$18.89

Materials Handling and Packing Occupations:

21010 Fuel Distribution System Operator	\$15.33
21020 Material Coordinator	\$12.12
21030 Material Expediter	\$12.12
21040 Material Handling Laborer	\$11.33
21050 Order Filler	\$12.43
21071 Forklift Operator	\$14.83
21080 Production Line Worker (Food Processing)	\$11.33
21100 Shipping/Receiving Clerk	\$12.12
21130 Shipping Packer	\$12.12
21140 Store Worker I	\$11.82
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$13.93
21210 Tools and Parts Attendant	\$12.88
21400 Warehouse Specialist	\$11.33

Mechanics and Maintenance and Repair Occupations:

23010 Aircraft Mechanic	\$17.39
23040 Aircraft Mechanic Helper	\$14.81
23050 Aircraft Quality Control Inspector	\$17.94
23060 Aircraft Servicer	\$15.82
23070 Aircraft Worker	\$16.34
23100 Appliance Mechanic	\$16.34
23120 Bicycle Repairer	\$14.81
23125 Cable Splicer	\$17.39
23130 Carpenter, Maintenance	\$16.86
23140 Carper Layer	\$16.34
23160 Electrician, Maintenance	\$20.50
23181 Electronics Technician, Maintenance I	\$16.34
23182 Electronics Technician, Maintenance II	\$18.58
23183 Electronics Technician, Maintenance III	\$19.93
23260 Fabric Worker	\$14.81
23290 Fire Alarm System Mechanic	\$17.39
23310 Fire Extinguisher Repairer	\$15.82
23340 Fuel Distribution System Mechanic	\$17.39
23370 General Maintenance Worker	\$11.55

23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$17.39
23430 Heavy Equipment Mechanic	\$17.39
23440 Heavy Equipment Operator	\$17.39
23460 Instrument Mechanic	\$17.39
23470 Laborer	\$ 8.53
23500 Locksmith	\$16.34
23530 Machinery Maintenance Mechanic	\$17.49
23550 Machinist, Maintenance	\$17.49
23580 Maintenance Trades Helper	\$12.05
23640 Millwright	\$17.49
23700 Office Appliance Repairer	\$15.80
23740 Painter, Aircraft	\$16.86
23760 Painter, Maintenance	\$16.86
23790 Pipefitter, Maintenance	\$17.39
23800 Plumber, Maintenance	\$16.86
23820 Pneudraulic Systems Mechanic	\$17.39
23850 Rigger	\$16.86
23870 Scale Mechanic	\$15.80
23890 Sheet-Metal Worker, Maintenance	\$17.39
23910 Small Engine Mechanic	\$15.80
23930 Telecommunications Mechanic I	\$17.39
23931 Telecommunications Mechanic II	\$17.94
23950 Telephone Lineman	\$17.39
23960 Welder, Combination, Maintenance	\$17.39
23965 Well Driller	\$17.39
23970 Woodcraft Worker	\$16.86
23980 Woodworker	\$16.34

Personal Needs Occupations:

24570 Child Care Attendant	\$ 9.07
24580 Child Care Center Clerk	\$11.30
24600 Chore Aide	\$ 8.05
24630 Homemaker	\$12.56

Plant and System Operation Occupations:

25010 Boiler Tender	\$16.86
25040 Sewage Plant Operator	\$16.86
25070 Stationary Engineer	\$17.39
25190 Ventilation Equipment Tender	\$14.81
25210 Water Treatment Plant Operator	\$16.86

Protective Service Occupations:

27004 Alarm Monitor	\$ 9.51
27006 Corrections Officer	\$17.39
27010 Court Security Officer	\$18.61
27040 Detention Officer	\$17.39
27070 Firefighter	\$18.95
27101 Guard I	\$ 6.50
27102 Guard II	\$ 9.51
27130 Police Officer	\$21.35

Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$12.60
28020 Hatch Tender	\$12.60
28030 Line Handler	\$12.60

28040 Stevedore I	\$12.18
28050 Stevedore II	\$13.02

Technical Occupations:

29010 Air Traffic Control Specialist, Center 2/	\$24.49
29011 Air Traffic Control Specialist, Station 2/	\$16.88
29012 Air Traffic Control Specialist, Terminal 2/	\$18.59
29023 Archeological Technician I	\$14.84
29024 Archeological Technician II	\$16.60
29025 Archeological Technician III	\$20.56
29030 Cartographic Technician	\$20.56
29035 Computer Based Training (CBT) Specialist/Instructor	\$18.70
29040 Civil Engineering Technician	\$20.56
29061 Drafter I	\$13.10
29062 Drafter II	\$14.71
29063 Drafter III	\$16.60
29064 Drafter IV	\$20.56
29081 Engineering Technician I	\$13.10
29082 Engineering Technician II	\$14.71
29083 Engineering Technician III	\$16.60
29084 Engineering Technician IV	\$20.56
29085 Engineering Technician V	\$25.14
29086 Engineering Technician VI	\$30.42
29090 Environmental Technician	\$15.89
29100 Flight Simulator/Instructor (Pilot)	\$22.19
29150 Graphic Artist	\$18.70
29160 Instructor	\$16.81
29210 Laboratory Technician	\$11.71
29240 Mathematical Technician	\$15.89
29361 Paralegal/Legal Assistant I	\$12.43
29362 Paralegal/Legal Assistant II	\$14.00
29363 Paralegal/Legal Assistant III	\$15.51
29364 Paralegal/Legal Assistant IV	\$16.74
29390 Photooptics Technician	\$15.89
29480 Technical Writer	\$14.73
29491 Unexploded Ordnance Technician I	\$15.56
29492 Unexploded Ordnance Technician II	\$18.83
29493 Unexploded Ordnance Technician III	\$22.57
29494 Unexploded Safety Escort	\$15.56
29495 Unexploded Sweep Personnel	\$15.56
29620 Weather Observer, Senior 3	\$16.22
29621 Weather Observer, Combined Upper Air & Surface Programs 3	\$14.59
29622 Weather Observer, Upper Air 3	\$14.59

Transportation/Mobile Equipment Operation Occups:

31030 Bus Driver	\$13.69
31260 Parking and Lot Attendant	\$ 8.65
31290 Shuttle Bus Driver	\$10.60
31300 Taxi Driver	\$10.21
31361 Truckdriver, Light Truck	\$10.60
31362 Truckdriver, Medium Truck	\$13.69
31363 Truckdriver, Heavy Truck	\$16.01
31364 Truckdriver, Tractor-Trailer	\$16.01

Miscellaneous Occupations:

99020 Animal Caretaker	\$ 9.36
------------------------	---------

99030 Cashier	\$ 8.51
99041 Carnival Equipment Operator	\$ 9.71
99042 Carnival Equipment Repairer	\$10.07
99043 Carnival Worker	\$ 8.53
99050 Desk Clerk	\$10.43
99095 Embalmer	\$15.56
99300 Lifeguard	\$ 9.29
99310 Mortician	\$15.56
99350 Park Attendant (Aide)	\$11.67
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 9.29
99500 Recreation Specialist	\$12.13
99510 Recycling Worker	\$ 9.65
99610 Sales Clerk	\$ 9.29
99620 School Crossing Guard (Crosswalk Attendant)	\$ 8.53
99630 Sports Official	\$ 9.29
99658 Survey Party Chief (Chief of Party)	\$24.75
99659 Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$16.45
99660 Surveying Aide	\$12.00
99690 Swimming Pool Operator	\$ 9.33
99720 Vending Machine Attendant	\$ 8.34
99730 Vending Machine Repairer	\$10.64
99740 Vending Machine Repairer Helper	\$ 9.10

**** Fringe Benefits Required For All Occupations Included In This Wage Determination ****

HEALTH & WELFARE: New SCA health and welfare single benefit rate is \$1.63 per hour or \$65.20 per week or \$282.53 per month in accordance with DOL Memo 192 effective 6/1/99.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/

WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees

themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

State(s): Washington
Areas: Washington COUNTIES OF Clallam, Grays Harbor, Jefferson, Kitsap, Mason

** Fringe Benefits Required For All Occupations Included In This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
---------------------------	---------------------

Administrative Support and Clerical Occupations:

01011 Accounting Clerk I	\$ 8.97
01012 Accounting Clerk II	\$ 10.33
01013 Accounting Clerk III	\$ 12.01
01014 Accounting Clerk IV	\$ 13.55
01030 Court Reporter	\$ 12.43
01050 Dispatcher, Motor Vehicle	\$ 12.43
01060 Document Preparation Clerk	\$ 10.58
01070 Messenger (Courier)	\$ 7.52
01090 Duplicating Machine Operator	\$ 10.58
01110 Film/Tape Librarian	\$ 10.65
01115 General Clerk I	\$ 7.52
01116 General Clerk II	\$ 8.45
01117 General Clerk III	\$ 9.78
01118 General Clerk IV	\$ 10.36
01120 Housing Referral Assistant	\$ 13.83
01131 Key Entry Operator I	\$ 9.79
01132 Key Entry Operator II	\$ 10.81
01191 Order Clerk I	\$ 8.40
01192 Order Clerk II	\$ 11.69
01261 Personnel Assistant (Employment) I	\$ 9.77
01262 Personnel Assistant (Employment) II	\$ 10.36
01263 Personnel Assistant (Employment) III	\$ 11.53
01264 Personnel Assistant (Employment) IV	\$ 12.93
01270 Production Control Clerk	\$ 13.83
01290 Rental Clerk	\$ 10.47
01300 Scheduler, Maintenance	\$ 10.53
01311 Secretary I	\$ 10.65
01312 Secretary II	\$ 12.43
01313 Secretary III	\$ 13.83
01314 Secretary IV	\$ 15.34
01315 Secretary V	\$ 18.42
01320 Service Order Dispatcher	\$ 10.47
01341 Stenographer I	\$ 12.26
01342 Stenographer II	\$ 13.77
01400 Supply Technician	\$ 15.34
01420 Survey Worker (Interviewer)	\$ 12.43
01460 Switchboard Operator-Receptionist	\$ 9.27
01510 Test Examiner	\$ 12.43
01520 Test Proctor	\$ 12.43

01531 Travel Clerk I	\$ 8.07
01532 Travel Clerk II	\$ 8.78
01533 Travel Clerk III	\$ 9.31
01611 Word Processor I	\$ 10.55
01612 Word Processor II	\$ 11.94
01613 Word Processor III	\$ 13.42

Automatic Data Processing Occupations:

03010 Computer Data Librarian	\$ 10.50
03041 Computer Operator I	\$ 10.50
03042 Computer Operator II	\$ 11.75
03043 Computer Operator III	\$ 13.09
03044 Computer Operator IV	\$ 15.24
03045 Computer Operator V	\$ 16.88
03071 Computer Programmer I 1/	\$ 11.50
03072 Computer Programmer II 1/	\$ 14.55
03073 Computer Programmer III 1/	\$ 17.30
03074 Computer Programmer IV 1/	\$ 20.94
03101 Computer Systems Analyst I 1/	\$ 15.08
03102 Computer Systems Analyst II 1/	\$ 17.49
03103 Computer Systems Analyst III 1/	\$ 20.64
03160 Peripheral Equipment Operator	\$ 10.50

Automotive Service Occupations:

05005 Automobile Body Repairer, Fiberglass	\$ 16.95
05010 Automotive Glass Installer	\$ 15.87
05040 Automotive Worker	\$ 15.87
05070 Electrician, Automotive	\$ 16.66
05100 Mobile Equipment Servicer	\$ 14.81
05130 Motor Equipment Metal Mechanic	\$ 16.95
05160 Motor Equipment Metal Worker	\$ 15.87
05190 Motor Vehicle Mechanic	\$ 16.95
05220 Motor Vehicle Mechanic Helper	\$ 14.26
05250 Motor Vehicle Upholstery Worker	\$ 15.64
05280 Motor Vehicle Wrecker	\$ 15.87
05310 Painter, Automotive	\$ 16.40
05340 Radiator Repair Specialist	\$ 15.87
05370 Tire Repairer	\$ 14.81
05400 Transmission Repair Specialist	\$ 16.95

Food Preparation and Service Occupations:

07010 Baker	\$ 12.16
07041 Cook I	\$ 11.34
07042 Cook II	\$ 12.16
07070 Dishwasher	\$ 9.61
07100 Food Service Worker (Cafeteria Worker)	\$ 9.07
07130 Meat Cutter	\$ 12.16
07250 Waiter/Waitress	\$ 10.09

Furniture Maintenance and Repair Occupations:

09010 Electrostatic Spray Painter	\$ 16.40
09040 Furniture Handler	\$ 14.18
09070 Furniture Refinisher	\$ 16.40
09100 Furniture Refinisher Helper	\$ 14.26

09110 Furniture Repairer, Minor	\$ 15.34
09130 Upholsterer	\$ 16.40

General Service and Support Occupations:

11030 Cleaner, Vehicles	\$ 9.61
11060 Elevator Operator	\$ 9.61
11090 Gardener	\$ 11.34
11121 Housekeeping Aide I	\$ 9.01
11122 Housekeeping Aide II	\$ 9.61
11150 Janitor	\$ 9.61
11210 Laborer, Grounds Maintenance	\$ 10.09
11240 Maid or Houseman	\$ 9.07
11270 Pest Controller	\$ 11.75
11300 Refuse Collector	\$ 9.61
11330 Tractor Operator	\$ 10.93
11360 Window Cleaner	\$ 10.09

Health Occupations:

12020 Dental Assistant	\$ 10.27
12040 Emergency Medical Technician/Paramedic Ambulance Driver	\$ 11.34
12071 Licensed Practical Nurse I	\$ 8.18
12072 Licensed Practical Nurse II	\$ 9.18
12073 Licensed Practical Nurse III	\$ 10.27
12100 Medical Assistant	\$ 9.18
12130 Medical Laboratory Technician	\$ 9.18
12160 Medical Record Clerk	\$ 9.18
12190 Medical Record Technician	\$ 12.72
12221 Nursing Assistant I	\$ 6.67
12222 Nursing Assistant II	\$ 7.49
12223 Nursing Assistant III	\$ 8.18
12224 Nursing Assistant IV	\$ 9.18
12250 Pharmacy Technician	\$ 11.45
12280 Phlebotomist	\$ 9.18
12311 Registered Nurse I	\$ 12.72
12312 Registered Nurse II	\$ 15.56
12313 Registered Nurse II, Specialist	\$ 15.56
12314 Registered Nurse III	\$ 18.83
12315 Registered Nurse III, Anesthetist	\$ 18.83
12316 Registered Nurse IV	\$ 22.57

Information and Arts Occupations:

13002 Audiovisual Librarian	\$ 13.43
13011 Exhibits Specialist I	\$ 14.97
13012 Exhibits Specialist II	\$ 17.02
13013 Exhibits Specialist III	\$ 20.47
13041 Illustrator I	\$ 14.97
13042 Illustrator II	\$ 17.02
13043 Illustrator III	\$ 20.47
13047 Librarian	\$ 18.42
13050 Library Technician	\$ 12.43
13071 Photographer I	\$ 12.65
13072 Photographer II	\$ 14.97
13073 Photographer III	\$ 17.43
13074 Photographer IV	\$ 20.47
13075 Photographer V	\$ 24.76

Laundry, Drycleaning, Pressing and Related Occups:

15010 Assembler	\$ 6.08
15030 Counter Attendant	\$ 6.08
15040 Dry Cleaner	\$ 7.58
15070 Finisher, Flatwork, Machine	\$ 6.08
15090 Presser, Hand	\$ 6.08
15100 Presser, Machine, Drycleaning	\$ 6.08
15130 Presser, Machine, Shirts	\$ 6.08
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 6.08
15190 Sewing Machine Operator	\$ 8.09
15220 Tailor	\$ 8.58
15250 Washer, Machine	\$ 6.51

Machine Tool Operation and Repair Occupations:

19010 Machine-Tool Operator (Toolroom)	\$ 16.40
19040 Tool and Die Maker	\$ 18.53

Materials Handling and Packing Occupations:

21010 Fuel Distribution System Operator	\$ 14.69
21020 Material Coordinator	\$ 12.93
21030 Material Expediter	\$ 12.93
21040 Material Handling Laborer	\$ 13.12
21050 Order Filler	\$ 12.71
21071 Forklift Operator	\$ 14.83
21080 Production Line Worker (Food Processing)	\$ 12.03
21100 Shipping/Receiving Clerk	\$ 11.60
21130 Shipping Packer	\$ 7.78
21140 Store Worker I	\$ 11.82
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 13.34
21210 Tools and Parts Attendant	\$ 12.33
21400 Warehouse Specialist	\$ 12.03

Mechanics and Maintenance and Repair Occupations:

23010 Aircraft Mechanic	\$ 16.95
23040 Aircraft Mechanic Helper	\$ 14.26
23050 Aircraft Quality Control Inspector	\$ 17.49
23060 Aircraft Servicer	\$ 15.34
23070 Aircraft Worker	\$ 15.87
23100 Appliance Mechanic	\$ 16.40
23120 Bicycle Repairer	\$ 14.81
23125 Cable Splicer	\$ 16.95
23130 Carpenter, Maintenance	\$ 16.40
23140 Carper Layer	\$ 15.87
23160 Electrician, Maintenance	\$ 16.95
23181 Electronics Technician, Maintenance I	\$ 15.87
23182 Electronics Technician, Maintenance II	\$ 16.40
23183 Electronics Technician, Maintenance III	\$ 16.95
23260 Fabric Worker	\$ 15.34
23290 Fire Alarm System Mechanic	\$ 16.95
23310 Fire Extinguisher Repairer	\$ 15.16
23340 Fuel Distribution System Mechanic	\$ 16.95
23370 General Maintenance Worker	\$ 15.87
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 16.95
23430 Heavy Equipment Mechanic	\$ 16.95

23440 Heavy Equipment Operator	\$ 16.95
23460 Instrument Mechanic	\$ 16.95
23470 Laborer	\$ 11.05
23500 Locksmith	\$ 16.40
23530 Machinery Maintenance Mechanic	\$ 16.95
23550 Machinist, Maintenance	\$ 16.95
23580 Maintenance Trades Helper	\$ 14.26
23640 Millwright	\$ 16.95
23700 Office Appliance Repairer	\$ 16.40
23740 Painter, Aircraft	\$ 16.40
23760 Painter, Maintenance	\$ 16.40
23790 Pipefitter, Maintenance	\$ 16.95
23800 Plumber, Maintenance	\$ 16.40
23820 Pneudraulic Systems Mechanic	\$ 16.95
23850 Rigger	\$ 16.40
23870 Scale Mechanic	\$ 15.87
23890 Sheet-Metal Worker, Maintenance	\$ 16.95
23910 Small Engine Mechanic	\$ 15.87
23930 Telecommunications Mechanic I	\$ 16.95
23931 Telecommunications Mechanic II	\$ 17.49
23950 Telephone Lineman	\$ 16.95
23960 Welder, Combination, Maintenance	\$ 16.95
23965 Well Driller	\$ 16.95
23970 Woodcraft Worker	\$ 16.95
23980 Woodworker	\$ 15.64

Personal Needs Occupations:

24570 Child Care Attendant	\$ 6.41
24580 Child Care Center Clerk	\$ 7.99
24600 Chore Aide	\$ 9.07
24630 Homemaker	\$ 11.75

Plant and System Operation Occupations:

25010 Boiler Tender	\$ 16.95
25040 Sewage Plant Operator	\$ 16.40
25070 Stationary Engineer	\$ 16.95
25190 Ventilation Equipment Tender	\$ 14.26
25210 Water Treatment Plant Operator	\$ 16.40

Protective Service Occupations:

27004 Alarm Monitor	\$ 11.76
27006 Corrections Officer	\$ 17.39
27010 Court Security Officer	\$ 18.61
27040 Detention Officer	\$ 17.39
27070 Firefighter	\$ 18.89
27101 Guard I	\$ 7.88
27102 Guard II	\$ 11.76
27130 Police Officer	\$ 21.35

Stevedoring/Longshoremen Occupational Services:

28010 Blocker and Bracer	\$ 13.39
28020 Hatch Tender	\$ 13.39
28030 Line Handler	\$ 13.39
28040 Stevedore I	\$ 12.93
28050 Stevedore II	\$ 13.83

Technical Occupations:

29010 Air Traffic Control Specialist, Center 2/	\$ 24.49
29011 Air Traffic Control Specialist, Station 2/	\$ 16.88
29012 Air Traffic Control Specialist, Terminal 2/	\$ 18.59
29023 Archeological Technician I	\$ 12.43
29024 Archeological Technician II	\$ 13.91
29025 Archeological Technician III	\$ 17.22
29030 Cartographic Technician	\$ 17.22
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 15.08
29040 Civil Engineering Technician	\$ 17.22
29061 Drafter I	\$ 10.94
29062 Drafter II	\$ 12.65
29063 Drafter III	\$ 14.97
29064 Drafter IV	\$ 17.22
29081 Engineering Technician I	\$ 10.94
29082 Engineering Technician II	\$ 12.65
29083 Engineering Technician III	\$ 14.97
29084 Engineering Technician IV	\$ 17.22
29085 Engineering Technician V	\$ 21.06
29086 Engineering Technician VI	\$ 25.47
29090 Environmental Technician	\$ 15.24
29100 Flight Simulator/Instructor (Pilot)	\$ 17.49
29150 Graphic Artist	\$ 15.08
29160 Instructor	\$ 18.31
29210 Laboratory Technician	\$ 13.64
29240 Mathematical Technician	\$ 15.24
29361 Paralegal/Legal Assistant I	\$ 12.43
29362 Paralegal/Legal Assistant II	\$ 15.34
29363 Paralegal/Legal Assistant III	\$ 18.77
29364 Paralegal/Legal Assistant IV	\$ 22.03
29390 Photooptics Technician	\$ 15.24
29480 Technical Writer	\$ 22.15
29491 Unexploded Ordnance Technician I	\$ 15.56
29492 Unexploded Ordnance Technician II	\$ 18.83
29493 Unexploded Ordnance Technician III	\$ 22.57
29494 Unexploded Safety Escort	\$ 15.56
29495 Unexploded Sweep Personnel	\$ 15.56
29620 Weather Observer, Senior 3/	\$ 15.24
29621 Weather Observer, Combined Upper Air & Surface Programs 3/	\$ 13.09
29622 Weather Observer, Upper Air 3/	\$ 13.09

Transportation/Mobile Equipment Operation Occups:

31030 Bus Driver	\$ 13.83
31260 Parking and Lot Attendant	\$ 10.11
31290 Shuttle Bus Driver	\$ 11.93
31300 Taxi Driver	\$ 11.49
31361 Truckdriver, Light Truck	\$ 11.93
31362 Truckdriver, Medium Truck	\$ 12.52
31363 Truckdriver, Heavy Truck	\$ 14.55
31364 Truckdriver, Tractor-Trailer	\$ 14.55

Miscellaneous Occupations:

99020 Animal Caretaker	\$ 10.53
99030 Cashier	\$ 6.13
99041 Carnival Equipment Operator	\$ 10.93
99042 Carnival Equipment Repairer	\$ 11.35

99043 Carnival Worker	\$ 9.61
99050 Desk Clerk	\$ 8.97
99095 Embalmer	\$ 18.31
99300 Lifeguard	\$ 6.69
99310 Mortician	\$ 18.31
99350 Park Attendant (Aide)	\$ 8.41
99400 Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	\$ 6.69
99500 Recreation Specialist	\$ 12.14
99510 Recycling Worker	\$ 10.93
99610 Sales Clerk	\$ 6.69
99620 School Crossing Guard (Crosswalk Attendant)	\$ 9.61
99630 Sports Official	\$ 6.69
99658 Survey Party Chief (Chief of Party)	\$ 13.04
99659 Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	\$ 8.41
99660 Surveying Aide	\$ 6.13
99690 Swimming Pool Operator	\$ 12.16
99720 Vending Machine Attendant	\$ 10.93
99730 Vending Machine Repairer	\$ 12.16
99740 Vending Machine Repairer Helper	\$ 10.93

**** Fringe Benefits Required For All Occupations Included In This Wage Determination ****

HEALTH & WELFARE: New SCA health and welfare single benefit rate is \$1.63 per hour or \$65.20 per week or \$282.53 per month in accordance with DOL Memo 192 effective 6/1/99.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/

APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/

WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the

cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This

report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



SECTION J, EXHIBIT 1

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

1. PRODUCTIVE: LOCATION: Tacoma Union Station, 1717 Pacific Avenue, Tacoma, WA 98402
EFFECTIVE DATES: CLASS II GUARDS

<u>Post #</u>	<u>Location/ Description</u>	<u>Time Of Day</u>	<u>Hours Per Day</u>	<u>Days Per Week</u>	<u>** (See Note Below) Relief Required (Yes or No)</u>	<u>Armed Post (Yes or No)</u>	<u>Security Classification</u>
1.	Entry/Rover	00-24	24	7	No	Yes	

Building No.:
Total Productive Manhours:

NOTE: Where indicated, relief periods (lunch, breaks, etc.) are authorized by contractor, the Contractor must provide a replacement guard for each employee on an authorized break. Patrol (rover) guards and supervisors must not be used for replacement.

All full time productive guards working a minimum 8 hour shift shall be provided a paid 15 minute break for each 4 hours of work. This break should normally be scheduled in the middle of each 4 hour period. A 30 minute paid lunch break shall also be provided to those individuals. All guards working a 6 hour shift shall be provided a paid 15 minute break and 30 minute paid lunch break. Part-time productive guards working a minimum of 4 hours shall be provided a paid 15 minute break every 4 consecutive hours worked, The cost to cover relief for the productive hours indicate herein must be included in your bid.

III-J-1(a)



SECTION J, EXHIBIT 1

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

1. **PRODUCTIVE:**
EFFECTIVE DATES:

LOCATION: Social Security, 2608 South 47th Street, Tacoma, WA 98409
CLASS II GUARDS

<u>Post #</u>	<u>Location/ Description</u>	<u>Time Of Day</u>	<u>Hours Per Day</u>	<u>Days Per Week</u>	** (See Note Below) <u>Relief Required (Yes or No)</u>	<u>Armed Post (Yes or No)</u>	<u>Security Classification</u>
1.	Entry/Rover	9:00 am - 5:30 p.m	8 1/2	Monday - Friday	No	Y	

Building No.:
Total Productive Manhours:

NOTE: Where indicated, relief periods (lunch, breaks, etc.) are authorized by contractor, the Contractor must provide a replacement guard for each employee on an authorized break. Patrol (rover) guards and supervisors must not be used for replacement.

All full time productive guards working a minimum 8 hour shift shall be provided a paid 15 minute break for each 4 hours of work. This break should normally be scheduled in the middle of each 4 hour period. A 30 minute paid lunch break shall also be provided to those individuals. All guards working a 6 hour shift shall be provided a paid 15 minute break and 30 minute paid lunch break. Part-time productive guards working a minimum of 4 hours shall be provided a paid 15 minute break every 4 consecutive hours worked, The cost to cover relief for the productive hours indicate herein must be included in your bid.

III-J-1(a)



SECTION J, EXHIBIT 1

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

1. PRODUCTIVE:

LOCATION: Puyallup Executive Building, 1011 E. Main Street, Suite 302, Puyallup, WA 98372

EFFECTIVE DATES:

CLASS II GUARDS

<u>Post #</u>	<u>Location/ Description</u>	<u>Time Of Day</u>	<u>Hours Per Day</u>	<u>Days Per Week</u>	<u>Relief Required (Yes or No)</u>	<u>Armed Post (Yes or No)</u>	<u>Security Classification</u>
1.	Entry/Rover	8:45 am - 4:45 pm	8	Monday - Friday	No	Yes	

**(See Note Below)

Building No.:

Total Productive Manhours:

NOTE: Where indicated, relief periods (lunch, breaks, etc.) are authorized by contractor, the Contractor must provide a replacement guard for each employee on an authorized break. Patrol (rover) guards and supervisors must not be used for replacement.

All full time productive guards working a minimum 8 hour shift shall be provided a paid 15 minute break for each 4 hours of work. This break should normally be scheduled in the middle of each 4 hour period. A 30 minute paid lunch break shall also be provided to those individuals. All guards working a 6 hour shift shall be provided a paid 15 minute break and 30 minute paid lunch break. Part-time productive guards working a minimum of 4 hours shall be provided a paid 15 minute break every 4 consecutive hours worked, The cost to cover relief for the productive hours indicate herein must be included in your bid.

III-J-1(a)



SECTION J, EXHIBIT 1

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

1. **PRODUCTIVE:**
EFFECTIVE DATES:

LOCATION: Social Security, 402 Yauger Way SW, Olympia, WA 98502
CLASS II GUARDS

<u>Post #</u>	<u>Location/ Description</u>	<u>Time Of Day</u>	<u>Hours Per Day</u>	<u>Days Per Week</u>	** (See Note Below) <u>Relief Required (Yes or No)</u>	<u>Armed Post (Yes or No)</u>	<u>Security Classification</u>
1.	Entry/Rover	8:45 am - 4:45 pm	8	Monday - Friday	No	Yes	

Building No.:
Total Productive Manhours:

NOTE: Where indicated, relief periods (lunch, breaks, etc.) are authorized by contractor, the Contractor must provide a replacement guard for each employee on an authorized break. Patrol (rover) guards and supervisors must not be used for replacement.

All full time productive guards working a minimum 8 hour shift shall be provided a paid 15 minute break for each 4 hours of work. This break should normally be scheduled in the middle of each 4 hour period. A 30 minute paid lunch break shall also be provided to those individuals. All guards working a 6 hour shift shall be provided a paid 15 minute break and 30 minute paid lunch break. Part-time productive guards working a minimum of 4 hours shall be provided a paid 15 minute break every 4 consecutive hours worked, The cost to cover relief for the productive hours indicate herein must be included in your bid.

III-J-1(a)



SECTION J, EXHIBIT 1

PRODUCTIVE REQUIREMENTS INCLUDING POST HOURS AND LOCATION

1. PRODUCTIVE:
EFFECTIVE DATES:

LOCATION: SSA Hearings & Appeals Office, 5016 Lacey Boulevard, Lacey, WA
CLASS II GUARDS

<u>Post #</u>	<u>Location/ Description</u>	<u>Time Of Day</u>	<u>Hours Per Day</u>	<u>Days Per Week</u>	<u>**(See Note Below) Relief Required (Yes or No)</u>	<u>Armed Post (Yes or No)</u>	<u>Security Classification</u>
1.	Entry/Rover	8:00 am - 4:30 pm	8 1/2	Monday - Friday	No	Yes	

Note: Guard is scheduled for duty as long as an employee is present in the building even though the Judge is not on site. No guard is scheduled when the office is closed for business.

Building No.:
Total Productive Manhours:

NOTE: Where indicated, relief periods (lunch, breaks, etc.) are authorized by contractor, the Contractor must provide a replacement guard for each employee on an authorized break. Patrol (rover) guards and supervisors must not be used for replacement.

All full time productive guards working a minimum 8 hour shift shall be provided a paid 15 minute break for each 4 hours of work. This break should normally be scheduled in the middle of each 4 hour period. A 30 minute paid lunch break shall also be provided to those individuals. All guards working a 6 hour shift shall be provided a paid 15 minute break and 30 minute paid lunch break. Part-time productive guards working a minimum of 4 hours shall be provided a paid 15 minute break every 4 consecutive hours worked, The cost to cover relief for the productive hours indicate herein must be included in your bid.

III-J-1(a)



SECTION J, EXHIBIT 2

RADIO EQUIPMENT REQUIREMENTS

THIS REQUIREMENT DOES NOT APPLY TO THIS SOLICITATION/CONTRACT. RADIO EQUIPMENT IS FURNISHED BY THE GOVERNMENT. SECTION J, EXHIBIT 2, RADIO EQUIPMENT REQUIREMENTS IS RESERVED, BUT APPEARS HERE IN FULL TEXT IN CASE THE NEED SHOULD EVER ARISE FOR CONTRACTOR PROVIDED EQUIPMENT. IF THIS PORTION OF THE SOLICITATION/CONTRACT IS EVER NEEDED, IT WILL BE NEGOTIATED AS A CHANGE ORDER TO THE CONTRACT UNDER THE CHANGES CLAUSE.

2. Equipment: The Contractor shall provide, maintain, and supplement, as may be necessary at the site identified above, the following number(s) of radios and described associated equipment.

<u>Type of Equipment</u>	<u>Number(s)</u>
Radio, portable, handi-talkie, four (4) watts, with Helifex antenna	
Charger, rapid rate, with legs	
Charger, rapid rate, slim-line, desk top	
*Battery, rapid rate nickel-cadmium	
*Standard carrying case, slim-line size	
**Base Station	

3. Licenses and Frequencies: The Contractor, where applicable, shall make application, initiated actions otherwise required to receive and FCC license and authorization to operate in frequencies specified by the Government. Where necessary, the Contracting Officer or his authorized Representative will issue a letter of authorization, identifying the Contractor as having a need to communicate over a frequency or frequencies assigned to an agency of the Federal Government.

****4. Normal, Emergency and Continuous Communications:** All two-way portable radio units must have the capability of transmitting and receiving clear and concise vocal transmissions between guard, supervisory personnel and the Contractor's base station. The Contractor's base station must be a local licensed place of business within the National Capital Region for the purpose of having the capability for two-way communications between the contractor, contractor's supervisory and guard personnel who are assigned to this GSA physical protection contract.

*The Contractor will provide a listing of radio(s) and associated equipment to be used on this contract to the Contracting Officer's Representative.



SECTION J, EXHIBIT 3

PATROL VEHICLE REQUIREMENTS

THIS REQUIREMENT DOES NOT APPLY TO THIS SOLICITATION/CONTRACT. PATROL VEHICLES ARE NOT REQUIRED FOR THIS SOLICITATION/CONTRACT. SECTION J, EXHIBIT 3, PATROL VEHICLE REQUIREMENTS, BUT APPEARS HERE IN FULL TEXT IN CASE THE NEED SHOULD EVER ARISE FOR CONTRACTOR PROVIDED PATROL VEHICLES. IF THIS PORTION OF THE SOLICITATION/CONTRACT IS EVER NEEDED, IT WILL BE NEGOTIATED AS A CHANGE ORDER TO THE CONTRACT UNDER THE CHANGES CLAUSE.

2. Equipment: Contractor Furnished Vehicle(s)

The Contractor shall furnish a vehicle or vehicles, as indicated below, which shall be used for patrol at the facility and to transport supervisors in the course of supervision duties and emergency response, as may be necessary. The vehicle(s) shall carry distinctive markings of the company, and shall be equipped with a rotation emergency roof light in compliance with applicable state and local laws. The vehicle(s) shall be available at all times during the life of the contract, and must be replaced immediately by a replacement vehicle if removed from operation for any reason(s). It is the Contractor's responsibility to register, insure, and provide proper maintenance for the vehicle(s). The vehicle(s) shall be equipped with a ten (10) to fifteen (15) pound portable dry chemical, ABC extinguisher, installed and maintained in accordance with NFPA 10, Portable Fire Extinguishers. The fire extinguishers shall be equipped with a conventional, universal first aid kit with Airway pack, Cling bandages, and a minimum of two (2) bite sticks.

3. Vehicle Requirements:

	<u>Vehicle No. 1</u>	<u>Vehicle No. 2</u>	<u>*Other</u>
Estimate(s) of hour(s) to be used daily	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Number(s) of days per week	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Estimated miles per day	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Other vehicles, including MOPEDS, THREE-WHEELERS, MOTOR SCOOTERS, etc., described as follows:



SECTION J, EXHIBIT 4

TRAINING SUBJECTS TO BE PRESENTED TO THE CONTRACT GUARDS BY THE CONTRACTOR

IMPORTANT NOTE: THE INSTRUCTOR IS STRONGLY ENCOURAGED TO USE THE FPS CONTRACT GUARD INFORMATION MANUAL (CGIM) AS AN ESSENTIAL COMPONENT OF THIS TRAINING. TOPICS ARE CROSS REFERENCED WHERE APPLICABLE TO THE MANUAL FOR EFFECTIVE PRESENTATION OF THE MATERIAL.

72 Hours³

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Overview of the General Services Administration and the Federal Protective Service (CHAPTER ONE, CGIM)	2	Instructor(s) will discuss the mission, role, and responsibilities of GSA and FPS as well as the role contract guards play in facility security. Instructor will also discuss the five types of facilities and security levels
Customer Oriented Protection	2	Instructor(s) will discuss the concept of Customer Oriented Protection and the Role contract guards play in this approach to security <i>(Note: GSA will provide the t instructor with information on this program to assist in training)</i>
Overview of the Roles & Responsibilities of a Contract Guard (CHAPTER TWO, CGIM)	2	Instructor will discuss the typical duties and responsibilities associated with being a contract guard at a federal facility;
Ethics and Professionalism Part I: Overview (CHAPTER TWO, CGIM)	1	Describe police professionalism today, including the expanding use of contract guards and indicate by current trends where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, and Federal law enforcement guards and the contract guards.

³ The Contractor must present 72 hours of basic training to all students. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 72 hours of training.* It is also incumbent upon the instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a federal facility.



Section J

SECTION J, EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Ethics and Professionalism Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of ethical and Professional behavior by guards based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, CGIM)	2	Familiarize the contract guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the contract guard is presented with the theory of communications; various types of obstacles which can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills which accompany the development of communication effectiveness.
Principles of Communications Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, CGIM)	1	Instruction is to be provided to the contract guards which will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government. Such instruction should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.
Professional Public Relations Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using Scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.



SECTION J, EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, CGIM)	1	Instructor(s) will discuss the basic knowledge needed for the contract guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract guard with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, CGIM)	2	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, CGIM)	1	Present the contract guards with an understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, CGIM)	1	Provide the guard with the knowledge of the legal application of search and seizure law in the performance of duties as a contract guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".



SECTION J, EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Arrest Authority and Procedures (CHAPTER THREE, CGIM)	1	Provide the contract guard with knowledge of how guards shall exercise their arrest powers to the degree authorized by local, state, and Federal regulations. Instruction will define arrest procedures and legal rules governing practices and procedures: arrest, interrogations and confessions, self incrimination privilege, entrapment, eyewitness identifications and complaints and warrants. Contract guards should become completely familiar with the extent of their arrest powers obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, CGIM)	1	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (CHAPTER THREE, CGIM)	1	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, CGIM)	1	Evidence is defined to include direct, circumstantial and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Contract Guard Administration (CHAPTER FOUR, CGIM)	1	Instructor(s) will discuss the relationship between the Contractor and the Government And will discuss protocol for communicating with the Control Centers when incidents occur. Instructor will also discuss the Importance of the Duty Book.
Post Duties (CHAPTER FOUR, CGIM)	1	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post



SECTION J, EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Patrol Methods And Patrol Hazards (CHAPTER FOUR, CGIM)	1	Study the various methods and skills employed in protective patrols. Explain the importance of patrol to law enforcement and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man made. Discuss the techniques or recognition and ways to eliminate, or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, CGIM)	1	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, CGIM)	2	Describe importance of proper access control of protected space. Discussion shall include personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	2	Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the contract guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, CGIM)	1	Define the contract guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records and Reports (CHAPTER EIGHT, CGIM)	3	Instructor will lecture on importance of Properly prepared records and reports. Students shall be given examples and prepare sample records and reports as they will use on a GSA contract. Emphasis on tips for effective report writing.



SECTION J, EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Special Situations (CHAPTER NINE, CGIM)	2	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Emergency First Aid and Bloodborne Pathogens (CHAPTER TEN, CGIM)	3	Instructor will provide instruction on the necessary skills to deal with hazards of exposure to bloodborne pathogens as follows: Explanation of the bloodborne pathogens standard; how bloodborne diseases can be transmitted; exposure control plan for incidents regarding bloodborne diseases; employee hazard recognition; and ways to prevent the exposure. Instructor will also discuss procedures to follow for emergencies. (Note: this training is not a substitute for First Aid training, which must be provided an the American Red Cross accredited instructor. Guards must receive at least 9 hours of Red Cross certified First Aid and CPR training.)
Flying the Flag (CHAPTER ELEVEN, CGIM)	1	Instructor will discuss where and when the American flag is flown and will give hands-on demonstration for folding and storing the flag.
Terrorism, Anti-terrorism, & Weapons of Mass Destruction (WMD) (CHAPTER TWELVE, CGIM)	2	Instructor will provide a lecture regarding domestic and international terrorism and weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment
Workplace Violence (CHAPTER THIRTEEN, CGIM)	2	Instructor will discuss workplace violence; Who commits violent acts and why; guard Response to violent incidents, and tactics For being aware of environments or Situations that can contribute to violence.
Civil Disturbances (CHAPTER FOURTEEN, CGIM)	2	Instructor (s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds.. Emphasis shall be placed upon effective response to civil disturbances.



Section J

SECTION J, EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Bomb Threats and Incidents (CHAPTER FIFTEEN, CGIM)	2	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER SIXTEEN, CGIM)	2	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SEVENTEEN, CGIM)	2	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on federal property. Emphasize importance of deterrence and prevention, then response to incidents as they occur.
Defensive Tactics	4	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining hold, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	4	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Use of Expandable Baton	8	Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques.
Firearms Safety, Handling	1	(NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide instruction in the handling and control of the contract guard's firearm. Instruction should relate to weapons safety and handling to include nomenclature, wearing of the weapon, care and cleaning, storage and accountability. Special emphasis must be placed on loading, unloading and the safe lowering of a "cocked" hammer on a live round.



SECTION J, EXHIBIT 4, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Review & Examination	2	A 50 question multiple-choice written examination will be given to determine knowledge and understanding of the academic subject matter.

NOTE: THE WRITTEN EXAMINATION QUESTIONS ARE TAKEN 100% FROM THE CGIM. FAILURE BY THE INSTRUCTOR TO USE THE CGIM AS AN ESSENTIAL TRAINING TOOL MAY RESULT IN HIGH RATES OF FAILURE ON THE WRITTEN EXAMINATION. THE CONTRACTOR IS STRONGLY URGED TO ENSURE THAT THE INSTRUCTORS USE THE CGIM AS A CORE COMPONENT OF THE TRAINING.



SECTION J, EXHIBIT 4A

CONTRACTOR'S CERTIFICATION OF BASIC TRAINING

Contract Employee's Name: SSN: - -

I hereby certify that the above-named employee has completed basic training as listed below:

SUBJECT **DATE COMPLETED** **NUMBER OF HOURS**

BASIC TRAINING _____

ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT.

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK, AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001). ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALIST, AND OTHER AUTHORIZED EMPLOYEES OF FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK) _____ DATE _____



SECTION J, EXHIBIT 5

SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

9 Hours

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Supervisor's Duties and Responsibilities	2	Instructor(s) will discuss the basic duties and responsibilities of a GSA Contract Guard supervisor. Discussions will include instructions that all duty posts are to be manned at all times as required by the Contract; that all required GSA forms are to be completed in an accurate, legible and timely manner; and that all subordinate employees have all required equipment and maintain proper inventory records of service weapons and all other required equipment.
GSA Contract Requirements	1	Instructor(s) will review basic GSA Contract requirements and standards of performance for Contractors, Contract employees, and the relationship of employees with key members of Government agencies and GSA officials involved in the administration and operation of GSA Contracts. An actual Contract will be discussed so that students will be familiar with all aspects of such Contracts to ensure proper performance by all employees and supervisors.
Methods and Theories of Supervision	1	Instructor(s) will discuss various management theories and the basic principles involved so that the student understands the various methods of supervision that are available to accomplish the goals of a first-line supervisor.
How to be an Effective Leader	1	Instructor(s) will discuss the importance of a supervisor being a good leader. Discussion will focus on the necessity of giving constant attention to countless details of personal behavior and personal relations with subordinates.



SECTION J, EXHIBIT 5, Continued

SUPERVISORY TRAINING SUBJECTS TO BE PRESENTED BY THE CONTRACTOR

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Purpose of Discipline	1	Instructor(s) will discuss the purpose of discipline and the use of praise and criticism to encourage and motivate employees. Discussion will focus on the use of criticism with the intention of improving job performance.
Effective Written and Oral Communication	1	Instructor(s) will discuss the problems encountered in both written and oral communication between supervisors and subordinates and methods to improve both. Lecture will include discussion of quantitative directives and the concept of asking while telling. Also included will be information on formal and informal communications and how the effective supervisor can use both to accomplish his/her mission as a first-line supervisor.
Motivating Employees and Problem Solving Methods	1	Instructor(s) will discuss methods used to motivate employees and to improve the performance of those employees who are not performing at acceptable standards. Emphasis will be on early identification of problem employees and methods that may be used to bring poor performance up to acceptable standards. Discussion will include problems related to alcoholism, illegal drug usage, and other related topics.
Scheduling Employees	1	Instructor(s) will discuss scheduling problems and methods to use available personnel effectively to ensure coverage of all posts in a cost-effective manner without using overtime. Included will be several practical "hands on" scheduling exercises.



SECTION J, EXHIBIT 5A

CONTRACTOR'S CERTIFICATE OF SUPERVISORY TRAINING

Contract Employee's Name: SSN: - -

I hereby certify that the above-named employee has completed supervisory training as listed below:

SUBJECT **DATE COMPLETED** **NUMBER OF HOURS**

SUPERVISORY TRAINING _____

ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT.

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK, AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001).. ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALIST, AND OTHER AUTHORIZED EMPLOYEES OF FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE



SECTION J, EXHIBIT 6

**CONTRACTOR PROVIDED RECERTIFICATION TRAINING
TO BE PRESENTED TO ALL CONTRACT GUARDS****40 Hours**

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Overview of the General Services Administration and the Federal Protective Service (CHAPTER ONE, CGIM)	1	Instructor(s) will discuss the mission, role, and responsibilities of GSA and FPS as well as the role contract guards play in facility security. Instructor will also discuss the five types of facilities and security levels
Customer Oriented Protection	1	Instructor(s) will discuss the concept of Customer Oriented Protection and the Role contract guards play in this approach to security <i>(Note: GSA will provide the t instructor with information on this program to assist in training)</i>
Overview of the Roles & Responsibilities of a Contract Guard (CHAPTER TWO, CGIM)	1	Instructor will discuss the typical duties and responsibilities associated with being a contract guard at a federal facility;
Ethics and Professionalism Part I: Overview (CHAPTER TWO, CGIM)	1	Describe police professionalism today, including the expanding use of contract guards and indicate by current trends where it may be headed in the future. Provide instruction in police ethics, using practical examples, both desirable and undesirable. Discuss ideas that will lead to improved cooperation between the local, state, Federal law enforcement guards, and the contract guards.

¹ The Contractor must present 40 hours of re-certification training to all students. The hours listed in the "Hours" column are the recommended times needed for effective coverage of the material, to include questions and answers, interactive tasks, and reviews/quizzes of the material. The Instructor shall use his/her expertise in evaluating the class's progress in comprehending and applying the concepts and materials taught. There may be some fluctuation in the actual time covered for each subject, *but under no circumstances shall the Instructor provide less than 40 hours of training.* It is also incumbent upon the instructor to notify the Contractor of instances where students are not adequately mastering the subject matter or are presenting a disruption to the class by repeated lateness, absences, or disrespectful behavior such as sleeping or talking while instruction is being given. Such behavior indicates that the student may not be suitable for holding a position as a security guard at a federal facility.



SECTION J, EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Ethics and Professionalism Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of ethical and Professional behavior by guards based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Principles of Communications Part I: Overview (CHAPTER TWO, CGIM)	1	Familiarize the contract guards with the concept surrounding effective communications and development of communication skills. In meeting this objective, the contract guard is presented with the theory of communications; various types of obstacles which can hinder the development and maintenance of effective communication; the senses and their role in the communication process and the main and essential skills which accompany the development of communication effectiveness.
Principles of Communications Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
Professional Public Relations Part I: Overview (CHAPTER TWO, CGIM)	1	Instruction is to be provided to the contract guards which will increase their effectiveness in the use of basic social skills, enhance their employer's reputation and contract performance as well as the positive image portrayed by the U.S. Government. Such instruction should include (but not be limited to) proper display of the uniform, shoeshine, haircuts, and other forms of personal grooming.
Professional Public Relations Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using Scenarios of communication methods based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.



SECTION J, EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Understanding Human Behavior, Part I: Overview (CHAPTERS TWO AND NINE, CGIM)	1	Instructor(s) will discuss the basic knowledge needed for the contract guards to understand their own actions, and those of the people they work with in the performance of their assigned duties. Behavior under stress (both natural and man induced); actions of mentally disturbed; irrational conduct created by the use of drugs or alcohol; job (performance) related problem; will be a part of this discussion. Special attention should be given to the changes in human behavior that might occur in the contract guard with the introduction of badge and gun.
Understanding Human Behavior, Part II: Interactive Training	1	Role playing or other interactive methods between instructor and students using scenarios of human behavior based on the overview of this topic. Use of audio-visual materials, case studies, and other materials to facilitate training objectives will be acceptable.
The Law, Legal Authorities, Jurisdiction and Responsibilities (CHAPTER THREE, CGIM)	1	Discuss history of laws, applicable laws and regulations, and the concept of legal jurisdiction as it pertains to the guards' duties and authority.
Crimes and Offenses (CHAPTER THREE, CGIM)	.5	Present the contract guards with an understanding of the types of offenses they are most likely to encounter in their duties. Instruction should be given in methods of successful investigative techniques.
Search and Seizure (CHAPTER THREE, CGIM)	.5	Provide the guard with the knowledge of the legal application of search and seizure law in the performance of duties as a contract guard with a Federal facility. Instruction should provide a comprehensive survey of laws pertaining to search and seizure to include "Stop and Frisk".



SECTION J, EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Arrest Authority and Procedures (CHAPTER THREE, CGIM)	.5	Provide the contract guard with knowledge of how guards shall exercise their arrest powers to the degree authorized by local, state, and Federal regulations. Instruction will define arrest procedures and legal rules governing practices and procedures: arrest, interrogations and confessions, self incrimination privilege, entrapment, eyewitness identifications and complaints and warrants. Contract guards should become completely familiar with the extent of their arrest powers obtained from the various jurisdictions involved.
Use of Force (CHAPTER THREE, CGIM)	.5	Instruction will be given on the use of force, to include the various degrees of force authorized in the performance of duties under this contract. Reporting procedures related to such use will be discussed as will the consequences of the unauthorized, or misuse, of force.
Crime Scene Protection (CHAPTER THREE, CGIM)	.5	Illustrate the important facets of the preliminary investigation and the protection, preservation, and subsequent search of the crime scene.
Rules of Evidence (CHAPTER THREE, CGIM)	.5	Evidence is defined to include direct, circumstantial and real. Information will be provided on admissibility as it relates to competency, relevancy, materiality, and hearsay. Instructions will present information on the exclusionary rule and other related items. Instructor will discuss procedures for handling and protecting evidence.
Contract Guard Administration (CHAPTER FOUR, CGIM)	.5	Instructor(s) will discuss the relationship between the Contractor and the Government And will discuss protocol for communicating with the Control Centers when incidents occur. Instructor will also discuss the Importance of the Duty Book.
Post Duties (CHAPTER FOUR, CGIM)	.5	Instructor(s) will discuss the purpose of posts and identify the various types of protective services. Discuss the necessity of proper observation and counter-surveillance while manning a post



SECTION J, EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Patrol Methods And Patrol Hazards (CHAPTER FOUR, CGIM)	.5	Study the various methods and skills employed in protective patrols. Explain the importance of patrol to law enforcement and explore the values of various patrol methods. Examine the hazards encountered during patrol functions, both natural and man made. Discuss the techniques or recognition and ways to eliminate, or reduce patrol hazards.
General Response Procedures (CHAPTER FOUR, CGIM)	.5	Explain the various types of situations guards will respond to. Describe the proper approach to such situations; discuss the guard's role and responsibility; and instruct in the appropriate techniques to be employed in such circumstances. Include discussion of radio communications protocol.
Access Control (CHAPTER FIVE, CGIM)	.5	Describe importance of proper access control of protected space. Discussion shall include personnel control, property control, vehicle control, and lock and key control.
Crime Detection, Assessment And Response (CHAPTER SIX, CGIM)	.5	Acquaint the contract guard with the care and caution that must be exercised when coming upon a crime in progress. Discuss the element of surprise, and the possibilities of encountering a crime being committed. Special emphasis should be placed on the crimes the contract guard may encounter while on duty within a Federal facility, his actions, responses, and the requirements of the agency.
Safety and Fire Prevention (CHAPTER SEVEN, CGIM)	.5	Define the contract guard's responsibility for safety and fire prevention. Provide guidelines for operational safeguards including the use of fire extinguishers (types, etc.), sprinkler systems, fire alarm systems, and other standard fire prevention equipment.
Records and Reports (CHAPTER EIGHT, CGIM)	1	Instructor will lecture on importance of Properly prepared records and reports. Students shall be given examples and prepare sample records and reports as they will use on a GSA contract. Emphasis on tips for effective report writing.



SECTION J, EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Special Situations (CHAPTER NINE, CGIM)	1	Instructor shall discuss various types of special situations which guards may be required to respond to, such as providing escorts; controlling traffic; and dealing with mentally ill or disturbed persons.
Emergency First Aid and Bloodborne Pathogens (CHAPTER TEN, CGIM)	1	Instructor will provide instruction on the necessary skills to deal with hazards of exposure to bloodborne pathogens as follows: Explanation of the bloodborne pathogens standard; how bloodborne diseases can be transmitted; exposure control plan for incidents regarding bloodborne diseases; employee hazard recognition; and ways to prevent the exposure. Instructor will also discuss procedures to follow for emergencies. (Note: this training is not a substitute for First Aid training, which must be provided an the American Red Cross accredited instructor. Guards must receive at least 9 hours of Red Cross certified First Aid and CPR training.)
Flying the Flag (CHAPTER ELEVEN, CGIM)	.5	Instructor will discuss where and when the American flag is flown and will give hands-on demonstration for folding and storing the flag.
Terrorism, Anti-terrorism, & Weapons of Mass Destruction (WMD) (CHAPTER TWELVE, CGIM)	1	Instructor will provide a lecture regarding domestic and international terrorism and weapons of mass destruction; discuss anti-terrorism methods used by FPS such as counter-surveillance and proper use of building security equipment
Workplace Violence (CHAPTER THIRTEEN, CGIM)	1	Instructor will discuss workplace violence; Who commits violent acts and why; guard Response to violent incidents, and tactics For being aware of environments or Situations that can contribute to violence.
Civil Disturbances (CHAPTER FOURTEEN, CGIM)	1	Instructor (s) will discuss and provide field practice in crowd control and will teach the guards how to distinguish between friendly, sightseeing, agitated, and hostile crowds.. Emphasis shall be placed upon effective response to civil disturbances.



Section J

SECTION J, EXHIBIT 6, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Bomb Threats and Incidents (CHAPTER FIFTEEN, CGIM)	1	Instructor(s) will discuss the procedures guards will use to respond to bomb threats, discovery of suspicious items and persons who appear to be suspicious. Emphasis shall be placed on gathering as much information as possible and reporting incidents.
Hostage Situations (CHAPTER SIXTEEN, CGIM)	1	Lecture and practical applications to instruct guards on identifying and responding to hostage situations.
Sabotage and Espionage (CHAPTER SEVENTEEN, CGIM)	1	Instructor will lecture on defining the terms and give concrete examples of the concepts as they might occur on federal property. Emphasize importance of deterrence and prevention, then response to incidents as they occur.
Defensive Tactics	1	Lecture and practical applications will be used to instruct Security Guards in the use of defensive tactics. Instructor will incorporate defense against armed and unarmed attack, restraining hold, and subjective compliance methods against hostile or uncooperative persons.
Use of Handcuffs	2	Lecture and hands-on demonstrations of procedures and techniques for handcuffing persons. All students shall be given the opportunity to affix and remove handcuffs in different "real life" scenarios where handcuffing would be necessary.
Use of Expandable Baton	8	Lecture and hands-on demonstration of procedures for baton carrying and drawing as well as striking techniques.
Firearms Safety, Handling	1	(NOTE: This segment does not include fundamentals or firing and firearms qualification.) Provide detailed instruction in the handling and control of the contract guard's firearm. Instruction should relate to weapons safety and handling to include nomenclature, wearing of the weapon, care and cleaning, storage and accountability. Special emphasis must be placed on loading, unloading and the safe lowering of a "cocked" hammer on a live round.



SECTION J, EXHIBIT 6A

CONTRACTOR'S CERTIFICATION OF RECERTIFICATION TRAINING

Contract Employee's Name: SSN: - -

I hereby certify that the above-named employee has completed basic training as listed below:

SUBJECT	DATE COMPLETED	NUMBER OF HOURS
---------	----------------	-----------------

RE-CERTIFICATION TRAINING		
---------------------------	--	--

ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT.

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK, AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001).. ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALIST, AND OTHER AUTHORIZED EMPLOYEES OF FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK)	DATE
---	------



SECTION J, EXHIBIT 7

TRAINING SUBJECTS PRESENTED BY THE GOVERNMENT'S COR TO CONTRACT EMPLOYEES

8 Hours

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Rules and Regulations	1	Discuss GSA's jurisdiction within federal property and the Rules and Regulations under which they are operated (CFR 41.101-20.3). Consideration should be given to any special requirements (regulations) particular to the agency(s) involved.
Bomb Threats and Natural	2	Instructor(s) will present information, Disaster Responses as required for each specific facility, regarding the proper procedures for response to the threat of bombs, devices, and natural disasters. This information (training) will be related directly to the procedures used by the Law Enforcement Branch and local law enforcement agencies. Dependent upon the facility, contract specifications, and local requirements, contract guards may be given training in bomb search procedures.



SECTION J, EXHIBIT 7, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Report Writing, Notes and Required GSA Forms	3	<p>Develop an understanding of the types requirements, and necessity of field notes and reports that will be expected from the Contract guard. Discuss the use, value, and purpose of reports and field notes. Special instruction shall be given in the preparation of GSA Form 3155, Preliminary Investigation and GSA Form 3157, Crime Analysis.</p> <p>Instructor(s) will review and discuss the importance of the following forms:</p> <ul style="list-style-type: none">a. GSA Form 3155, Preliminary Investigation;b. GSA Form 3157, Crime Analysis;c. GSA Form 1039, Record of Property Found;d. GSA Form 252, Found Property Tag;e. GSA Form 1789, Register of Visitors;f. GSA Form 139, Arrival and Departures;g. NCR Form 139-R, Relief Guard Registerh. GSA Form 239, Officer and Inspectors Register;i. GSA Form 435, Guards Hourly Report;j. Special forms unique to the facility used in the performance of the Contract duties.



SECTION J, EXHIBIT 7, continued

<u>Subject</u>	<u>Hours</u>	<u>Scope</u>
Telephone and Radio Communications	1	Instruction will prepare the Contract guard for use of telephones and radio communications techniques will be presented employing standard procedures used by the Law Enforcement Branch, the tenant agency, local law enforcement, and the Federal Communications Commission (FCC). Instruction will stress use applicable in situations such as emergency requests (Transmissions), required reporting of locations, patrol use, requests for assistance, etc.
Role of Local, State and Federal Police Agencies	1	<p>The Contract guards will be instructed in their relationship (position to other law enforcement agencies. Each guard should understand their role, as required by the Contract, in enforcement of: Building Rules and Regulations, agency policy, special requirements of the Law Enforcement Branch, local/state police agencies, and other Federal law enforcement groups.</p> <p>NOTE: For the purpose of this training, fifty (50) minutes will be considered as on (1) hour of instruction.</p>



SECTION J, EXHIBIT 7A

CERTIFICATION OF GOVERNMENT PROVIDED TRAINING

Contract Employee's Name: SSN: - -

I hereby certify that the above named employee has completed training as listed below:

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
GOVERNMENT-PROVIDED TRAINING	_____	<u>8</u>

ATTENTION - THIS STATEMENT MUST BE SIGNED -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001).. ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALIST, AND OTHER AUTHORIZED EMPLOYEES OF FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR/AUTHORIZED DESIGNEE SIGNATURE (IN INK) DATE



**SECTION J, EXHIBIT 8
FEDERAL LAW ENFORCEMENT TRAINING CENTER
PRACTICAL PISTOL COURSE**

DISTANCE	STAGE	POSITION	MAGAZINE	SHOTS	TIME	DESCRIPTION
3 Yds	A	Standing	1 st mag, 6 rounds	1	2 Sec.	Preparation: Load two magazine with 6 rounds. Load and holster with 6 round magazine. Draw from the holster and fire 1 shot in two seconds, point shoulder, strong hand only, referencing sights (6X). After last facing, perform an emergency reload, cover the target, and then reholster.
DISTANCE	STAGE	POSITION	MAGAZINE	SHOTS	TIME	DESCRIPTION
3 Yds	B	Standing	2 nd mag,	2	3/2 Sec.	Draw from the holster and fire 2 shots in 3 seconds, Point shoulder, two-handed, referencing sights. After first facing bring weapon down below the line of sight and for the next two facings bring the weapon up to eye level and fire two rounds in two seconds. After the last facing, clear the weapon and holster a safe weapon.



SECTION J, EXHIBIT 8, Continued

<u>DISTANCE</u>	<u>STAGE</u>	<u>POSITION</u>	<u>MAGAZINE</u>	<u>SHOTS</u>	<u>TIME</u>	<u>DESCRIPTION</u>
7 Yds	A	Standing	1 st mag, 7 rounds 2 nd mag, 6 rounds	1	3 Sec.	TACTICAL RELOAD (RELOAD W/SLIDER (FORWARD, ROUND IN CHAMBER) Preparation: load two magazines with 7 and 6 rounds each. Load and holster with 7 round magazine. One 6 round magazine in the pouch. Fire two shots in four seconds each Facing of the target. On the third facing, Fire two, reload and fire two more in a Time limit of 15 seconds. Continue with Two shots in four seconds each facing For the remaining four rounds, strong Hand only.
					RL 15 Sec.	

<u>DISTANCE</u>	<u>STAGE</u>	<u>POSITION</u>	<u>MAGAZINE</u>	<u>SHOTS</u>	<u>TIME</u>	<u>DESCRIPTION</u>
7 Yds	B	Standing	1 st mag, 6 rounds 2 nd mag, 6 rounds	2	4 Sec.	EMERGENCY RELOAD: (RELOAD W/ SLIDE LOCKED TO THE REAR) Preparation: load and holster with 6 Round magazine, 6 round magazine in Pouch. Fire two shots in four seconds each Facing of the target. On the third facing, Fire two, reload and fire two more in a Time limit of 15 seconds. Continue with Two shots in four seconds each facing For the remaining four rounds, strong Hand only.
					RL 15 Sec	



SECTION J, EXHIBIT 8, Continued

DISTANCE	STAGE	POSITION	MAGAZINE	SHOTS	TIME	DESCRIPTION
15 Yds	A	Standing/ Kneeling	1 st mag, 6 rds 2 nd mag 6 rds	3	7/6 sec.	Preparation: Load and holster with a 6 round magazine, 6 round magazine in perform an emergency reload, move to a weak side standing barricade position and fire three shots in 20 seconds. When the target edges, shooter moves to weak side kneeling barricade position and when the targets face, fire 3 shots in 6 seconds. When the targets edge, shooter will unload and holster a safe weapon.
DISTANCE	STAGE	POSITION	MAGAZINE	SHOTS	TIME	DESCRIPTION
25 Yds	A	Strong side standing barricade	1 st mag 8 rds	3/2/1	8/5/3 Sec.	MAGAZINE EXCHANGE Preparation: Load and holster an 8 round magazine, 6 round magazine in pouch. Drawing from the holster, shooter fires 3 shots in 8 seconds from strong side standing barricade position. Target edges away, shooter remains aimed in. Target faces shooter fires 2 shots in 5 seconds and remains aimed in. On next target facing, shoot 1 shot in 3 seconds, perform a magazine exchange and move to the weak side standing barricade position (aimed in). Shooter will then reholster and repeat sequence from the weak side standing barricade position. Upon completion of the last sequence, shooter will remove the magazine, inspect the chamber and magazine well visually and physically, make the weapon safe and holster a safe weapon.
		Weak Side Standing Barricade				



SECTION J, EXHIBIT 8, Continued

MARKSMANSHIP RATINGS:

TOTAL ROUNDS:	60	210 - 254	Marksman
POSSIBLE SCORE:	300	255 - 284	Sharpshooter
MINIMUM SCORE:	210	285 - 299	Expert
		300	Distinguished Expert

TERMINOLOGY:

EMERGENCY RELOAD: The magazine is empty and the slide is locked to the rear. Drop the magazine, insert a fresh magazine, depress the slide stop catch to charge the weapon.

TACTICAL RELOAD: The magazine is almost empty, but one round remains in the chamber. Drop the magazine, insert a fresh magazine, while keeping the target covered.

MAGAZINE EXCHANGE The weapon is not loaded to capacity. The partial magazine is removed and retained. A fresh magazine is inserted into the magazine well, while keeping the target covered.



SECTION J, EXHIBIT 8A

CERTIFICATION OF FIREARMS TRAINING

Contract Employee's Name: _____ SSN: _____ - _____ - _____

I hereby certify that the above named employee has completed training as **listed below:**

<u>SUBJECT</u>	<u>DATE COMPLETED</u>	<u>NUMBER OF HOURS</u>
FIREARMS TRAINING	_____	_____

ATTENTION - THIS STATEMENT MUST BE SIGNED -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001).. ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALIST, AND OTHER AUTHORIZED EMPLOYEES OF FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR/AUTHORIZED DESIGNEE SIGNATURE (IN INK) _____ DATE



SECTION J, EXHIBIT 9

CONTRACTOR'S TRAINING SCHEDULE AND PLAN

In addition to listing specific and other related information as shown below, attach a resume for each instructor. This format will be used for all training, initial/basic, firearms, refresher, and on-the-job.

Date:

Day/Month:

Time:

From – To:

Subject:

Name of Instructor(s):

Training Facility Address (Street, City and State):

Remarks:



SECTION J, EXHIBIT 10

STANDARD FORM 78 – CERTIFICATE OF MEDICAL EXAMINATION

RESERVED [INSERT ACTUAL COPY OF SF 78]

J-38-J40



SECTION J, EXHIBIT 10A

Each Contract employee must attach the following list of potentially disqualifying factors to the SF 78 and present it to the physician conducting the medical examination. The physician shall document all instances where the Contract employee has a potentially disqualifying condition and shall document, for each instance noted, why the Contract employee is in his/her professional opinion qualified to work under the Contract.

Medical Standards

All Contract employees must meet the following medical standards:

- (12) Vision: Applicant must have binocular vision and must not test less than 20/20 (Snellen). Corrected vision must test 20/20 in one eye and 20/40 in the other eye. An applicant who has undergone a Radial Keratotomy or laser correction procedure to correct his or her vision to an acceptable level will be considered medically qualified for this position. Near vision, corrected or uncorrected, must be sufficient to read Jaeger Type 2 at 14 inches. Applicant must be able to distinguish basic peripheral vision and must not be color blind.
- (13) Hearing: Applicant must be able to hear the whispered voice at 15 feet with each ear. Using an audiometer for measurement, there should be no loss of 30 or more decibels in each ear at 500, 1000, and 2000 CPA levels. NOTE: The use of a hearing aid is not permitted and is disqualifying.
- (14) Speech: Applicant must be able to speak clearly and distinctly. Diseases or conditions resulting in indistinct speech patterns are disqualifying.
- (15) Extremities and Spine: Applicant must have no deformities or diseases of the extremities or the spine that interfere with the full performance of duties. Deformities or diseases that interfere with the full performance of duties are disqualifying.
- (16) Respiratory System: Applicant must have a healthy respiratory system. Any chronic diseases or conditions affecting the respiratory system, such as impaired respiratory function, shortness of breath, or painful respiration, that would impair the full performance of duties is disqualifying.



SECTION J, EXHIBIT 10A, continued

(17) Cardiovascular System: The following conditions are disqualifying:

- d. Organic heart disease (compensated or not);
- e. Hypertension with repeated readings of 160 or over systolic, and 100 or over diastolic;
- f. Symptomatic peripheral vascular disease and severe varicose veins

(18) Gastrointestinal Tract: Applicant must have a healthy gastrointestinal tract. Any disease or condition of the gastrointestinal tract that requires restricted or rigid diets, including an ulcer active within the past year is disqualifying.

(19) Genitourinary Tract: Applicant must have a healthy genitourinary tract. Any chronic, symptomatic diseases that interfere with the full performance of duties is disqualifying.

(20) Any inguinal or femoral hernias, with or without the use of a truss, are disqualifying if they interfere with the full performance of duties.

(21) Diabetics whose condition is controlled by diet, insulin, or other prescription drugs must submit a medical doctor's statement of fitness for work as part of the medical examination.

Physical Demands

4. Contract employees are expected to be physically able to perform the following functions in the performance of their assigned duties:

D. Frequent and prolonged walking, standing, running, sitting, and stooping;

E. Subdue violent or potentially violent individuals.

5. Physical stamina in all of its forms (endurance, temperature/climate, etc.) is a basic requirement of this position. Individuals deemed incapable of meeting the physical requirements of their assigned position will be removed from the Contract upon the CO's request.



SECTION J, EXHIBIT 10B

Each Contract employee must attach either the Height and Weight Chart, the Body Fat chart, or the Body Mass Index (BMI) chart below to the SF 78 and present it to the physician conducting the medical examination.

HEIGHT AND WEIGHT CHART

This chart shows the desirable weight ranges acceptable to the Government. Those falling above the recommended range will be required to undergo a weight reduction program at no cost to the Government.

MALE			
Height	Small frame	Medium Frame	Large frame
5'4"	177-138	123-149	131-163
5'5"	120-142	126-153	134-167
5'6"	124-146	130-157	138-173
5'7"	128-151	134-163	143-178
5'8"	132-155	138-167	147-183
5'9"	136-161	142-172	151-187
5'10"	140-165	146-177	155-193
5'11"	144-169	150-183	160-198
6'	148-174	154-188	164-204
6'1"	152-179	158-194	169-209
6'2"	156-184	163-199	174-215
6'3"	160-188	168-205	178-220
6'4"	169-198	178-216	188-213
6'5"	174-204	182-222	192-238

Source: Federal Bureau of Investigations (FBI)



SECTION J, EXHIBIT 10B, continued

<i>FEMALE</i>			
5'	96-114	101-124	109-138
5'1"	99-118	104-128	112-141
5'2"	102-121	107-131	115-144
5'3"	105-124	110-135	118-149
5'4"	108-128	113-139	121-152
5'5"	111-132	117-144	125-156
5'6"	114-135	120-149	129-161
5'7"	118-140	124-153	133-165
5'8"	122-144	128-157	137-169
5'9"	126-149	132-162	141-174
5'10"	130-154	136-166	145-179
5'11"	134-158	140-171	149-185
6'	138-163	144-175	153-190

Source: Federal Bureau of Investigations (FBI)

BODY FAT CHART

Any Score within the Fair to Superior range is acceptable. Those falling below the Fair range will be required to undergo a reduction program at no cost to the Government.

Superior	6.2-10.5
Excellent	12.7-15.7
Good	16.4-19.0
Average	19.7-22.0
Fair	22.8-25.3

Source: FBI



SECTION J, EXHIBIT 10B, continued

BODY MASS INDEX CHART

Federal Obesity guidelines

The new Body Mass Index (BMI) applies to both men and women. To calculate your BMI: Locate your height in inches in the left-hand column, then follow it across until you locate your weight; the number at the very top is your body mass index. A BMI of 25 to 29.9 is considered overweight and one of 30 or above is considered obese. Those whose BMI exceeds 29 will be required to undergo a reduction program at no cost to the Government.

Body Mass Index Chart																	
	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35
Height (inches)	Body Weight (pounds)																
58	91	96	100	105	110	115	119	124	129	134	138	143	148	153	158	162	167
59	94	99	104	109	114	119	124	128	133	138	143	148	153	158	163	168	173
60	97	102	107	112	118	123	128	133	138	143	148	153	158	163	168	174	179
61	100	106	111	116	122	127	132	137	143	148	153	158	164	169	174	180	185
62	104	109	115	120	126	131	136	142	147	153	158	164	169	175	180	186	191
63	107	113	118	124	130	135	141	146	152	158	163	169	175	180	186	191	197
64	110	116	122	128	134	140	145	151	157	163	169	174	180	186	192	197	204
65	114	120	126	132	138	144	150	156	162	168	174	180	186	192	198	204	210
66	118	124	130	136	142	148	155	161	167	173	179	186	192	198	204	210	216
67	121	127	134	140	146	153	159	166	172	178	185	191	198	204	211	217	223
68	125	131	138	144	151	158	164	171	177	184	190	197	203	210	216	223	230
69	128	135	142	149	155	162	169	176	182	189	196	203	209	216	223	230	236
70	132	139	146	153	160	167	174	181	188	195	202	209	216	222	229	236	243
71	136	143	150	157	165	172	179	186	193	200	208	215	222	229	236	243	250
72	140	147	154	162	169	177	184	191	199	206	213	221	228	235	242	250	258
73	144	151	159	166	174	182	189	197	204	212	219	227	235	242	250	257	265
74	148	155	163	171	179	186	194	202	210	218	225	233	241	249	256	264	272
75	152	160	168	176	184	192	200	208	216	224	232	240	248	256	264	272	279
76	156	164	172	180	189	197	205	213	221	230	238	246	254	263	271	279	287

Source: National Heart, Lung, and Blood Institute.



SECTION J, EXHIBIT 11

**CONTRACTOR'S CERTIFICATION OF CONTRACT EMPLOYEE
ELIGIBILITY REQUIREMENTS**

Contract Employee's Name:

SSN:

- -

I hereby certify that the above-named employee has fulfilled all the requirements stated below, and that the following documents are all current, valid, and properly filed in the employee's personnel file:

<u>SUBJECT</u>	<u>DATE COMPLETED/FILED</u>
RESUME/TRANSCRIPTS/DIPLOMA	_____
SF 78 – CERTIFICATE OF MEDICAL EXAMINATION	_____
PRE-EMPLOYMENT DRUG SCREENING	_____
PSYCHOLOGICAL/RELIABILITY EXAM	_____
BASIC TRAINING COMPLETION CERTIFICATE	_____
PASSING SCORE ON WRITTEN EXAMINATION	_____
FIREARMS TRAINING CERTIFICATE (Armed Employee Only)	_____
FIREARMS QUALIFICATION CERTIFICATE (Armed Employee Only)	_____
GOVERNMENT PROVIDED TRAINING CERTIFICATE	_____
RECERTIFICATION TRAINING CERTIFICATE	_____
EXPANDABLE BATON TRAINING CERTIFICATE	_____
MAGNETOMETER/X-RAY TRAINING CERTIFICATE (Where Applicable)	_____
REFRESHER TRAINING	_____



SECTION J, EXHIBIT 11, Continued

**CONTRACTOR'S CERTIFICATION OF CONTRACT EMPLOYEE
ELIGIBILITY REQUIREMENTS**

ATTENTION: THIS STATEMENT MUST BE SIGNED BY AN AUTHORIZED CONTRACTOR'S REPRESENTATIVE -- READ THE FOLLOWING PARAGRAPHS CAREFULLY BEFORE SIGNING THIS STATEMENT.

A FALSE ANSWER TO ANY QUESTION IN THIS STATEMENT MAY BE GROUNDS FOR NOT CERTIFYING YOUR EMPLOYEE, OR FOR DISMISSING THE EMPLOYEE AFTER BEGINNING WORK, AND MAY BE PUNISHABLE BY FINE OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001).. ALL THE INFORMATION YOU GIVE WILL BE CONSIDERED IN REVIEWING YOUR STATEMENT.

AUTHORITY FOR RELEASE OF INFORMATION:

I HAVE COMPLETED THIS STATEMENT WITH THE KNOWLEDGE AND UNDERSTANDING THAT ANY OR ALL ITEMS CONTAINED HEREIN MAY BE SUBJECT TO INVESTIGATION PRESCRIBED BY LAW OR PRESIDENTIAL DIRECTIVE AND I CONSENT TO THE RELEASE OF INFORMATION CONCERNING MY CAPACITY AND FITNESS BY EMPLOYEE, EDUCATIONAL INSTITUTIONS, LAW ENFORCEMENT AGENCIES, AND OTHER INDIVIDUALS AND AGENCIES, TO DULY ACCREDITED INVESTIGATORS, PERSONNEL STAFFING SPECIALIST, AND OTHER AUTHORIZED EMPLOYEES OF FEDERAL GOVERNMENT FOR THAT PURPOSE.

CERTIFICATION:

I CERTIFY THAT ALL OF THE STATEMENTS MADE BY ME ARE TRUE, COMPLETE, AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND ARE MADE IN GOOD FAITH.

CONTRACTOR'S AUTHORIZED DESIGNEE SIGNATURE (IN INK)

DATE

This certification shall be completed and submitted to the COR with the Contract employee's suitability documentation (SF 176 and Fingerprint Cards) prior to the employee's initial performance under the contract and every two (2) years thereafter, concurrent with the employee's suitability adjudication renewal application. A copy of this certification shall also be placed in the Contract employee's personnel file and shall be updated to reflect certification renewals as they occur..



SECTION J, EXHIBIT 12

KEY PERSONNEL RESUME

This resume is pertinent to the experience and professional background of Contract security supervisory personnel. A Key Personnel Resume must be completed for each Supervisor or Manager who will have a direct job performance relationship with guards assigned to perform the work requirements of this contract. A copy of each Supervisor's/Manager's Key Personnel Resume shall be provided to the COR.

PROPOSED POSITION TITLE: _____

SUPERVISOR'S NAME: _____ **AGE:** _____

CURRENT POSITION WITH THE CONTRACT FIRM: _____

TIME IN CURRENT POSITION: (Yrs. Mos.) _____

ANNUAL SALARY: _____

RESPONSIBLE FOR THE WORK OF: _____ **PERSONS:** _____

DESCRIPTION OF SCOPE OF CURRENT JOB: (Use attached sheet if necessary)

WORK EXPERIENCE: (Past 10 years in chronological order)

<u>Date</u>	<u>To</u>	<u>Job</u>	<u>Company/Address</u>	<u>Reference</u>
-------------	-----------	------------	------------------------	------------------

EDUCATION SUMMARY:

<u>Name/Address</u>	<u>Dates Attended</u>	<u>or Certificate</u>
---------------------	-----------------------	-----------------------

High School:

College/Specialized:

Trade-School(s):

BRIEF STATEMENT OF WHY THIS SUPERVISOR IS BELIEVED TO BE QUALIFIED FOR THIS CONTRACT. PLEASE USE THE REVERSE SIDE OR A SEPARATE SHEET OF PAPER.



SECTION J, EXHIBIT 13

SECURITY CLEARANCE REQUIREMENTS

<u>FACILITY CLEARANCE</u>	<u>REQUIRED</u>	<u>NOT REQUIRED</u>
A. Top Secret	_____	_____
B. Final Secret	_____	_____
C. GSA Suitability Determination	_____	_____
 <u>PERSONNEL CLEARANCE</u>	 <u>REQUIRED</u>	 <u>NOT REQUIRED</u>
A. Top Secret	_____	_____
B. Final Secret	_____	_____
C. Dept. of Energy - "Q" (Top Secret)	_____	_____
D. Dept. of Energy - "L" (Secret)	_____	_____
E. N.R.C. - "Q" (Top Secret)	_____	_____
F. N.R.C. - "L" (Secret)	_____	_____
G. GSA Suitability Determination	_____	_____
H. Other	_____	_____

NOTE: FACILITIES/GUARD POSTS MAY VARY IN CLEARANCE REQUIREMENTS; THEREFORE, REFER TO ALL FACILITIES/GUARD POSTS LISTED IN EXHIBIT I FOR DEFINED/SPECIFIED CLEARANCE VARIATIONS.



REPRESENTATIONS AND CERTIFICATIONS**Reference:****Name and Address of Offeror**
(Name, Street, City, State and Zip Code)**Date of Offer:****DUNS:** _____

“SOLICITATION” means **“INVITATION FOR BIDS”** in Sealed Bidding, and **“REQUEST FOR PROPOSAL”** or **“REQUEST FOR QUOTATION”** in Negotiations.

“OFFER” means **“BID”** in Sealed Bidding, and **“PROPOSAL”** in Negotiation.

“OFFEROR” means the person or firm submitting the offer.

THE OFFEROR MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS AS A PART OF THE OFFER IDENTIFIED ABOVE. (Check the appropriate boxes and fill in blanks.)

1. FAR 52.219-1 Small Business Program Representations.**SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)**

(a) (1) The standard industrial classification (SIC) code for this acquisition is _____
(insert SIC code).

(2) The small business size standard is _____ (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ **is**, ☐ **is not** a small business concern.

(2) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*

The offeror represents, for general statistical purposes, that it ☐ **is**, ☐ **is not** a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*

The offeror represents as part of its offer that it ☐ **is**, ☐ **is not** a women-owned small business concern.

(c) Definitions.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and



(2) Whose management and daily business operations are controlled by one or more women.

(d) **Notice.** (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Nov 1999)

(4) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*
The offeror represents, as part of its offer, that--

- (i) It ☐ **is**, ☐ **is not** a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It ☐ **is**, ☐ **is not** a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

Alternate II (Nov 1999)

(5) *[Complete only if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the proceeding.



2. FAR 52.219-19, SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997)

(Applicable to solicitations for Trash Removal only)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) *[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]*

The Offeror ☐ is, ☐ is not an emerging small business.

(c) *(Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)*

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg

☐ 50 or fewer
☐ 51 - 100
☐ 101 - 250
☐ 251 - 500
☐ 501 - 750
☐ 751 - 1,000
☐ Over 1,000

Annual Gross Revenues

☐ \$1 million or less
☐ \$1,000,001 - \$2 million
☐ \$2,000,001 - \$3.5 million
☐ \$3,500,001 - \$5 million
☐ \$5,000,001 - \$10 million
☐ \$10,000,001 - \$17 million
☐ Over \$17 million

3. 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (June 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.



(K) FAR 52.204-3, TAXPAYER IDENTIFICATION (OCT 1998)

(K) Definitions.

"Common Parent" as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)" as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a social security number or an Employer Identification Number.

(K) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(K) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 77019c(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(K) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of Federal Government.

(K) Type of Organization

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax exempt);

☐ Corporate entity (tax exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign Government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(K) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) _____ of this clause.

☐ Name and TIN of common parent:

NAME _____

TIN _____

5. FAR 52.222-22, PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that ---

(a) It ☐ **has**, ☐ **has not** participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It ☐ **has**, ☐ **has not** filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

6. FAR 52.222-25, AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (Applicable to other than construction contracts which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that ---

(a) It ☐ **has** developed and has on file, ☐ **has not** developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ **has not** previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

7. FAR 52.222-21, PROHIBITION OF NONSEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

8. RESERVED

**9. FAR 52.203-2, CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)
(Applicable over 100K)**

(a) The Offeror certifies that ---

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory ---

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:



(Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization):

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

NOTE: ITEMS 10 - 12 APPLY ONLY IF THE OFFER EXCEEDS \$100,000 IN AMOUNT.

10. FAR 52.209-5, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (March 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that ---

(i) The Offeror and/or any of its Principals---

(A) ☐ **Are**, ☐ **are not** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) ☐ **Have**, ☐ **have not**, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) ☐ **Are**, ☐ **are not** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror ☐ **has**, ☐ **has not** within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors, owners, partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.



11. FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

- (a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 ---
- (1) No Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds (including profit or fee under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

14. FAR 52.223-4, RECOVERED MATERIAL CERTIFICATION (OCT 1997) (Applicable if the solicitation requires the use of recovered materials.)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

15. FAR 52.225-2, BUY AMERICAN CERTIFICATE (FEB 2000) (Applicable to solicitations for supplies, or for services (except construction) involving the furnishing of supplies, exceeding the micropurchase threshold (\$2,500) for use in the United States.)

(a) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States that do not qualify as domestic end products.

(b) Foreign End Products	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

16. FAR 52.225-6 - TRADE AGREEMENTS CERTIFICATE (Applicable only on procurements not set aside over \$186,000 aggregate value.

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."



(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item Number	Country of Origin

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin Country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of this solicitation.

17. FAR 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)(MAY 1999)
(Applicable if over 100K and not set-aside for Small Business)

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

18. FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(Applies to competitive contracts expected to exceed \$100,000 (including all options) and competitive 8(a) contracts)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check block that is applicable)*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals, established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or



☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

19. COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(Applies to all solicitations and contracts exceeding \$25,000 using appropriated funds)

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐, has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed (31 U.S.C. 1354).



SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L-1. FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Fixed Price Requirements type Contract resulting from this solicitation.

(End of Provision)

L-2. Insurance Requirements

Liability insurance coverage, written on the comprehensive form of policy, is required in the amount of \$50,000 per occurrence for property damages and \$500,000 per occurrence for bodily injury (see **Clause 52.228-5, INSURANCE - WORK ON A GOVERNMENT INSTALLATION and 52.246-25, LIMITATION OF LIABILITY - Services**, in the Supplemental Contract Clauses referenced in Section I).

L-3. Inspection of the Facility

Access to the buildings may be obtained for inspection purposes by contacting **Michael Whitaker, 253 931-7226**

L-4. GSAM 552.237-70 Qualifications of Offerors (MAY 1989)

- (a) Offerors will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to those described in this solicitation. An Offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to insure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate and suitable.
- (b) Competency in performing comparable building service contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining whether an Offeror is responsible.
- (c) Prospective Offerors are advised that in evaluating these areas involving any small business concern(s), any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation.

L-5. Inspection of Documents Related to the Contract

The following documents referred to in this contract are available for inspection purposes by also contacting the source listed in Paragraph 5 above:

- A. Officer's Duty Books;
- B. Contract Guard Operations Manual; and
- C. Rules and Regulations Governing Public Buildings and Grounds (FPRM 41 CFR 101-20.3).



L-6. Instructions for Submitting Proposals

L-6.1 General

The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish requirements for the format and content of proposals so that proposals are complete, contain all essential information, and can be evaluated equally.

L-6.2 Submission and Content of Proposals.

1. For the purpose of this solicitation, **3** identical sets of the technical and price proposals shall be submitted by each Offeror prior to closing time for receipt of proposals. The technical proposal and price proposal will be prepared as two (2) separate packages, each placed in a separate, sealed envelope identified and appropriately marked as “Technical Proposal” and “Price Proposal.” The solicitation number shall be prominently written on the outside of each envelope. Both sealed, marked envelopes will be placed in one (1) sealed submission envelope or box. The submission envelope or box shall show the solicitation number, hour, and date for receipt of proposals in the lower left-hand corner of the envelope or box.
2. The proposal package must be received by 4:00 PM, local time, on June 8, 2000 at:

General Services Administration,
Procurement Services Team (10PCPC)
400 15th Street SW
Auburn, WA 98001-6599
3. Proposals received after the hour and date specified above will be considered late submissions and will be handled in accordance with FAR 52.215-1, Instructions to Offerors – Competitive Acquisition (OCT 1997).
4. Hand-carried proposal packages must be received in accordance with the requirements stated in the paragraphs above. The term “hand-carried” includes special delivery and express mail carriers. Late hand-carried proposal packages will be handled in accordance with the FAR clause cited above.

L-6.3 Price Proposal Guidelines

1. Offerors must submit **3** sets of their price proposal on the Price Schedule contained in Part I, Section B of this Solicitation/Contract.
2. Offerors must submit prices for ALL line items and ALL option periods in order to be considered for award of this Contract.
3. Refer to Section B of this Solicitation/Contract for specific directions on completing the line items.

L-6.4 Technical Proposal Guidelines

1. In order to receive maximum consideration in the technical evaluation process, each Offeror’s technical proposal must, at a minimum, address all of the areas outlined in paragraph L-6.5.



2. Expensive, elaborate submittals are neither required nor encouraged. Only brochures and literature pertinent to the nature of work under this Solicitation should be submitted if they are logically incorporated into the body of this technical proposal. Brochures and company literature used in advertising or promoting the company, or corporation investment profiles and prospectuses are discouraged.

L-6.5 Information to be Included in Technical Proposals

1. Past Performance.

- A. Past performance is one indicator of an offeror's ability to perform the contract successfully. The Government will consider how current and relevant the information provided is, along with the source of the information, context of the data, and general trends in the contractor's performance.

The Government will evaluate the relative merits of each offeror's past performance and considers the offeror's past performance record on contracts which have been and/or are currently being performed. The evaluation will be an assessment on how well each offeror has satisfied its customers in the past.

Provide references for contracts over the last 3 years, of the same or similar type armed guard services and similar sized buildings as identified in this solicitation. References for unarmed guard services **WILL NOT BE CONSIDERED** and **SHOULD NOT** be submitted. References must include the following:

- (1) Name of company/agency for whom services were provided;
- (2) Name, current telephone number, current facsimile (fax) number, and e-mail address of two (2) appropriate points of contact for the company/agency (i.e., the CO and the COR);
- (3) Dates of contract start and expiration;
- (4) Annual Contract price; and
- (5) A brief description of services provided (not to exceed ½ page of single spaced print).

- B. For any Contract that was terminated for default, the Offeror bears the burden to provide all relevant information regarding the facts and circumstances surrounding the default termination. Absent adequate explanations regarding such termination(s) for default, the Government shall presume that the termination(s) resulted from the Contractor's failure to meet its contractual obligations. This information should be listed as an attachment to the contract information sheet and should be no more than one page, double-spaced, in length.
- C. For any Contract where severe performance problems occurred (i.e., problems resulting in a cure notice or show cause notice), the Offeror shall provide all relevant information regarding the facts and circumstances surrounding the problems, including all steps taken by the Offeror to correct the problems. This information should be listed as an attachment to the contract information sheet and should be no more than one page, single-spaced, in length.
- D. For those contracts performed within the past 5 years that do not meet the definition of 'similar in size and nature' as described in paragraph A above, the Offeror may provide a simplified listing of the contracts performed. The simplified list must contain the following information:
 - (1) The Contract number;
 - (2) The name of the Contracting agency or company; and
 - (3) The estimated annual Contract price



- E. The Government reserves the right to request further information regarding these contracts, if necessary to properly evaluate the offer.
- F. The Government will contact three (3) references of the Government's choosing to obtain information on the Offeror's past performance. The Government will base its opinion of the Offeror's past performance based on those references. If the Offeror has performed less than five (5) current or previous contracts, the Government will only evaluate those contracts under which the Offeror has performed services. Additionally, if the Government attempts to contact references provided by the Offeror but is unsuccessful in receiving the references, the Government will evaluate only those references actually received.
- G. The Government will evaluate the relative merits of each offeror's past performance and considers the offeror's past performance record on contracts which have been and/or are currently being performed. The evaluation will be an assessment on how well each offeror has satisfied its customers in the past.
- H. Those Offerors who do not have any relevant past performance will receive a neutral (neither favorable nor unfavorable) evaluation for this factor.
- I. The contractor may provide past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement, if such information is relevant to this solicitation.
- J. **Failure to submit complete and accurate information on references required above may render the proposal deficient in this area.**

2. Experience

- A. Experience considers the extent in which the offerors have executed and performed a contract for armed guard services similar to those described in the solicitation. The Government will evaluate offers, which show experience performing similar armed guard services, within the past five years. If an offeror does not possess a minimum of three years of armed guard experience, any relevant experience from key personnel may be submitted to supplement the amount, but only if those individuals will be involved in the active administration of the contract resulting from this solicitation.
- B. Submit a listing of ALL the similar armed guard contracts awarded to your company during the last three years, and include both government and non-government contracts. Indicate the number of posts and the number armed guards employed for each contract and the size of the facility where they were employed. Submit key personnel experience, if necessary.
- C. Information regarding unarmed guard contracts awarded to your company WILL NOT BE evaluated. Please DO NOT submit unarmed information.

3. Management Plan

- A. The Government considers certain contract elements crucial to the overall success of the contract. A limited management plan shall be submitted covering the company's expertise with regard to the two topics listed below.



Topic 1 - Organizational Structure/Delegation of Authority - Provide an organizational structure and delegation of authority for contract matters. Please also include if the company has a corporate and/or regional offices. Provide company information regarding day-time and after-hours accessibility. Provide a resume for any personnel designated with supervisory authorities and for any personnel considered key to successful administration of the contract.

Topic 2 - Compliance with Local and State Licensing Requirements - Washington has strict licensing laws, which have a lengthy application period. Licenses must be issued and in the possession of both the company and each individual armed guard by the start of the contract. Provide a plan showing how your company has met licensing requirements in the past, and how you intend to track and comply with local, state and federal laws regarding licensing, if you are awarded this contract. (This includes firearms training, qualifications and certifications.)

B. The management plan should be limited to ten pages, as only the first ten pages will be evaluated.

4. Supervision Plan - See Section C-3.2, Contract Effort Required - Supervisory hours, and Section C-7, Services Required - Contract Manager and Supervisory Guards.

5. Quality Control Plan - See Section C-13, Quality Control and C-13.1, Contractor-Provided Quality Control Plan.

6. Uniform and Equipment - See C-10.2-1.2, Uniforms.

L-7 CLAUSES/PROVISIONS INCORPORATED BY REFERENCE

1. This Solicitation incorporates the following Solicitation provisions and/or Contract clauses by reference, with the same force and effect as if they were included in full text. Upon request, the Contracting Officer will make the provisions/clauses available. The Offeror may read and download all of these provisions/clauses by visiting website <http://www.arnet.gov/far/>.

A. FAR 52.215-1 – INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (FEB 2000)

B. FAR 52.237-1 – SITE VISIT (APR 1984)

L-8 Federal Acquisition Regulation (48 CFR Chapter 1) Contract Provisions Incorporated in Full Text

1. FAR 52.233-2 - Service of Protest (AUG 1996)

(a) Protests as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from General Services Administration, Procurement Services Team (10PCPC), Project Services, PBS, 400 15th Street SW, Auburn, WA 98001-6599



- (b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBICA or within one day of filing a protest with the GAO.

(End of Provision)

2. Agency Level Protests [RESERVED]

3. GSAM 552.217-71 Notice Regarding Option(s) (NOV 1992)

The General Services Administration (GSA) has included the option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with the successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the contractor's past performance under this contract in accordance with 48 CFR 517.207.

(End of Provision)



SECTION M - EVALUATION FACTORS FOR AWARD

M-1 FAR 52.217-5 Evaluation of Options (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate Offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options does not obligate the Government to exercise the option(s).

(End of Provision)

M-2 Evaluation of Proposal

1. In order to be acceptable and eligible for evaluation, the Offeror's proposal must be prepared in accordance with and comply with the instructions given in this Solicitation/Contract and must comply with all requirements set forth in this Solicitation/Contract.
2. **The Government intends to award this contract on the basis of initial Offers received, without conducting discussions. Therefore, each Offer should contain the Offeror's best terms from a price and technical standpoint.**

M-3 Evaluation Factors for Award

M-3.1 General

1. The Government will make award to the responsible Offeror whose Offer conforms to the Solicitation and offers the best value to the Government, considering price and technical factors listed below. For this Solicitation, the combined weight of the technical factors is approximately equal to price.

M-3.2 Technical Evaluation Factors

Technical proposals will be weighted and evaluated in accordance with the following factors listed in descending order of importance:

- A. Past Performance.** This is the most important factor. Under this factor, the Government will consider the Offeror's past experience within the last three (3) years in carrying out similar work, as well as the quality of the Offeror's past performance in carrying out the work. The contract(s) may be performed at the federal, state, or local government level, or for private commercial concerns. This factor is weighted at 50% of the total technical score.
- B. Experience.** Experience considers the extent in which the offerors have executed and performed a contract for armed guard services similar to those described in the solicitation. This factor is weighted at 25% of the total technical score.
- C. Management Plan.** A limited management plan covering the two topics outlined in Section L6.5 will be weighted at 25% of the total technical points. This plan should be limited to ten pages.
- D. Supervision Plan.** This plan will be evaluated on a go/no-go basis. If the plan is not submitted with the offer, your offer may be rejected.



E. Quality Control Plan. This plan will be evaluated on a go/no-go basis. If the plan is not submitted with the offer, your offer may be rejected.

F. Uniform and Equipment list. This list will be evaluated on a go/no-go basis. If the plan is not submitted with the offer, your offer may be rejected.

Failure to provide any of the information required in items A through F above may render the proposal deficient in the subject area.

M-3.3. Evaluation of Price

1. For evaluation purposes, a total price will be computed utilizing the following formula:

A. BASIC SERVICES

The productive hourly price from Section B, will be multiplied 18,000 productive man-hours for the base year and each option period.

B. TEMPORARY ADDITIONAL SERVICES/SPECIAL ADDITIONAL SERVICES (TAS/SAS)

The hourly prices for Productive Temporary Additional Services (TAS/SAS) from Section B, Paragraph 3, will be multiplied by 1,800 hours for the base year and each option period.

C. TOTAL PRICE

The total price to be used for establishing the low Offeror shall be determined by adding the products of A and B above.